

Exhibit C

AGREEMENTS

BETWEEN

**DELPHI E & C
MILWAUKEE OPERATIONS
DELPHI CORPORATION**

AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
LOCAL 663**

DELPHI

Automotive Systems



MARCH 31, 2004

7. It is understood that any provision of this section on Union seniority which is or may be in conflict with any Federal and State law shall be ineffective to the extent of such conflict.

REPRESENTATION

8. (a) For the purpose of official representation in matters of health and safety, benefits and the like, the adjusting of grievances in accordance with the grievance procedure, and for the purpose of meeting with Management to carry on collective bargaining, the Union will be represented by a Committeeperson on second and third shift who will also serve as Shop Committeeperson and a Shop Chairman who may be elected from any shift and will be assigned to first shift regardless of the individual's plant seniority. The Committeeperson, other than the Shop Chairman, will remain on their respective shifts, regardless of plant seniority, as long as the shift has the population to support a Committeeperson and the Committeeperson has the plant seniority to remain in the plant. Each Committeeperson shall be entitled to an alternate who will function as a committeeperson only when the regular Committeeperson is absent from the plant. If the number of bargaining unit members on any shift drops below 5, the Committeeperson on that shift will be removed. It is understood that this provision will not affect the status of the Shop Chairman who would be assigned to the day shift. A spokesperson will be appointed on each shift that does not have an acting committeeperson. That spokesperson will function solely in a capacity to gather information and provide communication. They perform no other committeeperson functions. Their activity will be on an as needed basis and it is understood that abuses of this privilege will result in its elimination.

(b) The names of the Committeepersons, Alternate Committeepersons and the member of the Shop Committee designated as Chairman of the Shop Committee shall be given to Management in writing. No Committeeperson shall function as such until Management has been advised of the selection in writing by the Business Representative of Local 663, International Brotherhood of Electrical Workers or their

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(l) An employee who is a member of the union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying the initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

(m) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within (10) days after the thirtieth (30) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of this Agreement.

(n) The Union shall accept into membership each employee covered by this agreement who tenders to the Union the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

(o) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of Local Management and the Chairman of the Shop Committee and, if not resolved, may be decided by the Impartial Umpire.

(p) "Member of the Union" as used in Paragraphs 6(1) and 6(m) above means any employee who is a member of the Union and is not more than sixty (60) days in arrears in the payment of the Union dues specified herein.

(q) The local Union will furnish Local Management, within fifteen (15) days from the effective date of this Agreement, the names of all members paying dues direct to the Local Union.

(r) Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.

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(a) Straight time

- (1) For the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift.
- (2) For the first forty (40) hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- (3) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

(b) Time and One-Half

- (1) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.
- (2) For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- (3) For time worked on any shift which starts on Saturday.

(c) Double Time

For time worked during the first eight (8) hours worked on any shifts that start on Sundays and on each holiday specified in Paragraph 57; for time worked on the calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

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(o) Any situation that is not covered by the above rules shall be discussed between Management and the Shop Committee.

(p) Management understands that the essence of this demand is that the Union desires that its members will be offered overtime opportunities in increments of time that are less than 4 hours in duration.

Management will, on a trial basis, modify its practice of offering overtime only in blocks of four (4) hours, and will under some circumstances offer overtime in two (2) hour increments. It may not be practical to do so in the case of floor support or where "team" assignments are necessary to efficiently perform the work.

It is expected that overtime acceptance levels will not deteriorate to the point that project efficiency or timeliness is put at risk. In the event that problems arise, Management will discuss them with the Union to attempt to reach a mutually acceptable solution, before making any changes to this scheduling approach.

WORKING HOURS

41. For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

42. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift which they are assigned.

43. Hourly rate employees will be compensated as follows:

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(d) Night Shift Premiums

A night shift premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart:

SCHEDULED SHIFT STARTING TIME	AMOUNT OF SHIFT PREMIUM
(1) On or after 11:00 a.m. and before 7:00 p.m.	Five Percent
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten Percent
(3) After 4:45 a.m. and before 6:00 a.m.	Ten Percent until 7:00 a.m.

When an employee covered by (1) above is scheduled to work more than nine hours and until or beyond 2:00 a.m., they shall be paid ten percent for the hours worked after 12:00 midnight.

When an employee whose normal shift begins on or after 6:00 A.M. and before 11:00 A.M. is scheduled to work twelve (12) or more hours, the employee shall be paid a five (5) percent shift premium for all hours worked in excess of eight (8).

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift they work on a particular day.

(e) Special Three-Shift Operations

This paragraph is not intended to change any present practice, or preclude the readaption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three-shift operations to establish schedules of eight (8) hours of work each shift, work shifts will be established on

the basis of arrangements for a lunch period not in excess of twenty (20) minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

The above provisions shall not be applicable in a state wherein a statute or administrative ruling requires the granting or establishment of lunch or meal periods of more than twenty (20) minutes.

CALL-IN PAY

44. Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours pay at the regular hourly rate, except in case of labor disputes, or other conditions beyond the control of the Local Management.

UNION BULLETIN BOARDS

45. The plants covered by this Agreement will erect bulletin boards which may be used by the Union for posting notices approved by the Management and restricted to:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and results of Union elections.
- (d) Notices of Union meetings.
- (e) Other notices concerning bona fide Union activity such as: Cooperatives, Credit Union and Unemployment Compensation information.

or unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they meet the following requirements:

- (a) Has not been dishonorably discharged.
- (b) Is physically able to do the work.
- (c) Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one year.

The seniority of any employee who fails to report for work within the times specified in Paragraph 54(c) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report

As used in this paragraph "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

VACATION ENTITLEMENT

55. The vacation entitlement provisions of this section shall become effective January 1, 1994 and apply during the remainder of the term of this Agreement.

56. Effective January 1, 1994 the eligibility date for vacation entitlement for all seniority employees is December 31. Each "eligibility year" shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

(a) Employees shall become eligible for vacation entitlement as hereinafter defined, provided they have at least one (1) year of seniority as of December 31 of the eligibility year and have worked during at least thirteen (13) pay periods during the eligibility year. Without modifying or adding to any other

(c) Any employee granted a leave of absence under Paragraph 52(a) or 52(b) shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

53. All of the above leaves of absence including sick leaves are granted subject to the following conditions:

(a) Any employee on leave may return to work in line with their seniority before the expiration of their leave providing not less than seven (7) days notice is given to Management. The return within the seven (7) day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless they have a satisfactory reason.

(b) Any employee who fails to report for work within three (3) working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless they have a satisfactory reason.

(c) If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave.

54. Leave of Absence for Military Service

Any employee who enters either active or inactive training duty or service in the armed forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the period of such leave. Upon termination of such leave the employee shall be offered reemployment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible

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This understanding will terminate with the expiration of the 1999 Agreement and the parties will be governed by the negotiations process on the subject beyond 1999. This plan will include the following provisions:

Employee's seniority as of vacation pay eligibility date:	Percent of Qualified Earnings* for the 52 pay periods ending with the last complete pay period in which the employee's eligibility date occurs:
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1 year but less than 3 years	2 %
3 years but less than 5 years	3 %
5 years but less than 10 years	4-1/2 %
10 years but less than 15 years	5-1/2 %
15 years but less than 20 years	6-1/2 %
20 years or more	8-1/2 %

*Qualified Earnings for this vacation pay provision is defined the same as detailed in the Paragraph 64 Wage provisions of this Agreement. Qualified Earnings shall not include awards such as, but not limited to, Suggestion Plan Awards.

(d) An eligible employee shall be entitled to a percentage of vacation entitlement shown in Paragraph 56 (c) based on the number of pay periods the employee works in the eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Hours of Vacation Entitlement
26	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%

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provision of the Vacation Entitlement Section, an employee who has seniority but has not acquired one year's seniority as of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation pay pursuant to Paragraphs 56 (d) and 56 (e)(2).

(b) In determining the number of pay periods an employee shall have worked in the eligibility year, the employee shall be credited with one pay period for each pay period in which the employee performs work in any Delphi E & C plant during that year.

For the purpose of this Vacation Entitlement Section only, a pay period during which an employee qualifies for pay pursuant to Paragraphs 56 (f), Paragraphs 57 through 62 for holidays falling within the Christmas holiday period, Paragraph 71, Paragraph 72, or the Independence Week Shutdown shall be counted as a pay period worked. A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked.

(c) An eligible employee who has worked at least 26 pay periods in the eligibility year shall be entitled to the following vacation entitlement:

For an Eligible Employee with Seniority of	Hours of Vacation Entitlement (40 hours - restricted)
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One but less than three years	80
Three but less than five years	100
Five but less than ten years	120
Ten but less than fifteen years	140
Fifteen but less than twenty years	160
Twenty or more years	200

The parties agreed during these negotiations that seniority employees as of the date of this agreement will continue to receive vacation pay entitlement under the provisions of the percentage plan for this agreement and the 1996 Agreement.

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the vacation entitlement provided for in Paragraph 56 (c) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they retire.

(h) Employees who are placed on or return from a Leave of Absence for Military Service pursuant to the provisions of Paragraph 74, shall receive vacation entitlement in accordance with Paragraph 56 (d) if the employee has worked at least 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service, or one twenty-sixth (1/26) of the vacation entitlement provided for in Paragraph 56 (c) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service.

(i) Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they worked during at least one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

(j) In the case of an employee who has worked during at least 13 pay periods in the eligibility year and who voluntarily quits or dies prior to the eligibility date, the vacation entitlement to which the employee would have been entitled, based on the number of pay periods worked, shall be paid to the employee or in the event of death, the employee's duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.

(k) The vacation entitlement of an employee who holds seniority in two or more Delphi Corporation plants will be computed on the basis of the longest seniority held as of the eligibility date.

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18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(e) An eligible employee who, at the time of the eligibility date, has not used the entire restricted vacation entitlement provided for in Paragraph 56 (c) shall receive a payment in lieu of vacation time off for the unused portion at the rate established in accordance with (1) below:

(1) Vacation time off payments will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation Entitlement will be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to December 15, whichever produces the higher rate.

(2) Payment of the unused portion, if any, of the employees vacation entitlement, shall be made as soon as possible but not later than thirty (30) days after the eligibility date.

(f) Eligible employees may use 40 hours of their vacation entitlement during the eligibility year provided their absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving Sickness and Accident benefits), or personal business, or a leave of absence for vacation purposes.

(g) Employees who retire or are retired under the provisions of the Delphi Corporation Hourly Rate Employees Pension Plan shall receive vacation entitlement in accordance with Paragraph 56(d) if the employee has worked at least 13 pay periods in the eligibility year in which they retire or one twenty-sixth (1/26) of

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THIRD SHIFT

2007

Monday, July 2
Tuesday, July 3
Thursday, July 5
Friday, July 6

Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day

(o) During February of each year, the local Management will notify the Shop Committee of its decision to schedule the week before or the week after the Independence Week Shutdown period as a Plant Vacation Shutdown Week. In addition, during February of each year, the local Management will notify the Shop Committee which operations, if any, will be scheduled to operate during the Independence Week Shutdown period and which operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week. Unforeseen circumstances may require subsequent changes in these announcements and will be reviewed with the Shop Committee as soon as is practicable.

(p) Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus the night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided;

(1) The employee has seniority in any Delphi ~~Union~~ plant as of the date of each of the Independence Week Shutdown Days.

(2) The employee is on the active rolls and would ~~have been~~ have been scheduled to work if it had not been ~~an~~ as an Independence Week Shutdown Day.

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(l) In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year and who retires during the next eligibility year under the provisions of the Delphi Corporation Rate Employees Pension Plan before returning to work, the retirement, for the purpose of this Vacation Entitlement Section only, shall be deemed to have occurred as of the day following the employees last day worked.

(m) When a person is transferred into a bargaining unit covered by this Agreement the amount of vacation entitlement the employee may become eligible for shall be reduced by the amount of any paid vacation or pay in lieu of taking vacation which the employee has already received from the Corporation for the same eligibility year.

(n) During each year of the Agreement, the Corporation has designated the following days to be included in an Independence Week Shutdown period:

2004

Tuesday, July 6
Wednesday, July 7
Thursday, July 8
Friday, July 9

Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day

2005

Tuesday, July 5
Wednesday, July 6
Thursday, July 7
Friday, July 8

Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day

2006

Monday, July 3
Wednesday, July 5
Thursday, July 6
Friday, July 7

Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day
Independence Week Shutdown Day

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SHIFT PREFERENCE

(t) Management at each plant will establish a procedure whereby employees may make application in writing for vacation time off. If a Plant Shutdown is scheduled, the dates of such shutdown are to be included in the employee's vacation schedule. Supplement D of this Agreement defines the Vacation Time Off Procedure.

(u) Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown, will not thereafter be canceled or changed without the mutual consent of Management and the employee. If an employee's approved vacation time off scheduled for a Plant Vacation Shutdown is canceled or changed, the employee may reschedule their vacation.

(v) An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown week, shall use any available Vacation Entitlement hours starting with the first day of the Plant Vacation Shutdown week and will be placed on a leave of absence for vacation purposes for the balance of the Plant Vacation Shutdown week. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

(w) An eligible employee who has approved vacation time off in accordance with Paragraph 56 (t), either through individual vacation scheduling or a scheduled plant vacation shutdown, shall receive their vacation pay, up to the amount of their approved time off, in the pay period following the pay period in which the approved vacation time off is taken. An employee may elect to waive this provision by submitting an application at least two (2) days prior to the approved time off. Upon receipt of the application, payment of the specified Vacation Entitlement will be made pursuant to the provisions for payment of an unused balance in Paragraph 56 (e)(1) and 56 (e)(2).

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(3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

(q) Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day.

(r) Employees who are scheduled to work during the Independence Week Shutdown Period, including the Independence Day holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu of the Independence Week Shutdown Period pay for each day worked provided:

(1) The employee has seniority in any Delphi Corporation plant as of each day of the Independence Week Shutdown Period.

(2) The employee is scheduled to report for work during any of the days, and

(3) The employee reports for an performs such scheduled work on those scheduled days or is absent pursuant to the provisions of Paragraphs (71) or (72).

The Additional Time Off will be scheduled in accordance with plant practice.

(s) Eligible employees who, as of the next eligibility date, have not used their entire Additional Time Off, shall be paid the unused portion in accordance with Paragraphs 56 (e)(1) and 56 (e)(2).

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THIRD SHIFT

WAGE

SHIFT PREFERENCE

HOLIDAY PAY ELIGIBILITY

57. Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereafter:

First Year

December 24, 2003
December 25, 2003
December 26, 2003
December 29, 2003
December 30, 2003
December 31, 2003
January 1, 2004
January 2, 2004
January 19, 2004, Martin Luther King, Jr. Day
April 9, 2004, Good Friday
April 12, 2004, Day after Easter
May 28, 2004, Friday before Memorial Day
May 31, 2004, Memorial Day (or two other such
holidays of greater local importance which
must be designated in advance by mutual
agreement locally in writing.)
July 5, 2004, Independence Day (Observed)
September 6, 2004, Labor Day
November 2, 2004, Federal Election Day
November 15, 2004, Veterans' Day (Observed)
November 25, 2004, Thanksgiving
November 26, 2004, Day After Thanksgiving

Second Year

December 24, 2004
December 27, 2004
December 28, 2004
December 29, 2004
December 30, 2004
December 31, 2004
January 17, 2005, Martin Luther King, Jr. Day

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(x) The Corporation will deduct from earnings subsequently due and payable the amount of any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.

(y) An employee who has at least two (2) years' seniority as of their last vacation eligibility date may apply for forty (40) hours of advance vacation pay. Such payment will be calculated in accordance with Paragraph 56(z) and will be paid in the pay period immediately preceding the approved vacation period provided.

(1) The employee has an approved vacation time off

application pursuant to Paragraph 56(t);

(2) The employee is eligible for vacation entitlement pursuant to Paragraph 56(c) that is at least equal to the amount of vacation requested;

(3) The advance payment cannot be requested for consecutive vacation weeks, and can only be requested for an entire pay period;

(4) The employee makes application for the advance vacation payment, in writing, at least two (2) weeks prior to payment of the advancement; and

(5) The employee takes the vacation time off. Once the advance vacation is approved, the employee will not be permitted to cancel the vacation time off.

(z) Advance vacation pay paid pursuant to Paragraph 56(y) will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, at the time the application for advance vacation pay is processed.

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WAGE

SHIFT PREFERENCE

December 27, 2006 Period
December 28, 2006
December 29, 2006
January 1, 2007
January 15, 2007, Martin Luther King, Jr. Day
April 6, 2007, Good Friday
April 9, 2007, Day after Easter
May 28, 2007, Memorial Day (or one other such
holiday of greater local importance which
must be designated in advance by mutual
agreement locally in writing).
July 4, 2007, Independence Day
September 3, 2007, Labor Day
November 22, 2007, Thanksgiving
November 23, 2007, Day after Thanksgiving

providing they meet all the following eligibility rules unless otherwise provided herein:

- (a) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- (c) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.
- Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

- (d) An unexcused absence on either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for one holiday in the Christmas holiday period which follow or precede

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March 25, 2005, Good Friday
March 28, 2005, Day after Easter
May 27, 2005, Friday before Memorial Day
May 30, 2005, Memorial Day (or two other such
holidays of greater local importance which
must be designated in advance by mutual
agreement locally in writing).
July 4, 2005, Independence Day
September 5, 2005, Labor Day
November 8, 2005, Local Election Day
November 14, 2005, Veterans' Day (Observed)
November 24, 2005, Thanksgiving
November 25, 2005, Day after Thanksgiving

Third Year

December 26, 2005 Christmas
December 27, 2005 Holiday
December 28, 2005 Period
December 29, 2005
December 30, 2005
January 2, 2006
January 16, 2006, Martin Luther King, Jr. Day
April 14, 2006, Good Friday
April 17, 2006, Day after Easter
May 29, 2006, Memorial Day (or one other such
holiday of greater local importance which
must be designated in advance by mutual
agreement locally in writing).
July 4, 2006, Independence Day
September 4, 2006, Labor Day
November 7, 2006, Federal Election Day
November 13, 2006, Veterans' Day (Observed)
November 23, 2006, Thanksgiving Day
November 24, 2006, Day after Thanksgiving

Fourth Year

December 25, 2006 Christmas
December 26, 2006 Holiday

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(g) When employees are needed on a call-in basis during holiday shutdowns, electricians from all three shifts will be offered prior to scheduling an employee from the balance of hours group to which the overtime would be assigned. It is understood that this provision is for emergency call-in situations only and not for scheduled operation of the plant during holiday periods.

58. A seniority employee who has been laid off in a reduction in force (except as provided below), or who has gone on sick leave, or on leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

A seniority employee who works in the fourth week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, or a seniority employee who is laid off in a reduction in force during the first, second, or third work week prior to or during the work week in which the Christmas Holiday Period begins, shall if otherwise eligible, receive pay for each of the holidays in the Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

A seniority employee who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

59. An employee who has been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under these holiday pay provisions, for a specified holiday falling within the period of such layoff providing they meet all the following eligibility rules:

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such a scheduled work day. This policy, pertaining to unexcused absences, applies to all holidays.

(e) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holidays.

(f) In order for employees to have maximum time off during the Christmas holiday period, employees will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations:

Saturday, December 27, 2003

Sunday, December 28, 2003

Saturday, January 3, 2004

Sunday, January 4, 2004

Saturday, December 25, 2004

Sunday, December 26, 2004

Saturday, January 1, 2005

Sunday, January 2, 2005

Saturday, December 24, 2005

Sunday, December 25, 2005

Saturday, December 31, 2005

Sunday, January 1, 2006

Saturday, December 23, 2006

Sunday, December 24, 2006

Saturday, December 30, 2006

Sunday, December 31, 2006

Employee shall not be disqualified for holiday pay if they do not accept work on such days. This does not apply to employees on necessary continuous seven day operations.

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THIRD SHIFT

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WAGE

62. (a) Employees who may be requested to work on a holiday cause, shall not receive holiday pay under this Holiday Pay Section.

(b) It is the purpose of the Holiday Pay provisions in Paragraphs 57 through 62 of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with respect to a week included in the Christmas Holiday period in 2004, 2005, 2006 and 2007 an employee supplements their Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which they would not have been entitled if their Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Corporation the lesser of the following amounts:

(1) An amount equal to their Holiday Pay for the week in question, or

(2) An amount equal to either the unemployment compensation paid to them for such week or the unemployment compensation which would have been paid to them for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

WAGES

63. It is understood that the Local Wage Agreement consists of the wage scale by job classification as agreed between the parties and any negotiated wage agreements or additions thereto.

64. General Increase

1. Effective September 19, 2005 and September 18, 2006, each employee covered by this agreement shall receive a wage increase in their straight time hourly wage rate (exclusive of Cost of Living Allowance and Shift Premium) in accordance with the following table:

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(a) The employee has seniority as of the date of the holiday.

(b) The employee is ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.

(c) The employee returns to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.

(d) The employee works the first day they are scheduled to work following the holiday.

60. When the holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

When one of the above holidays falls within an eligible employee's approved vacation period, or during a period in which they receive jury duty pay pursuant to Paragraph 71 of this Agreement, and they are absent from work during their regularly scheduled work week because of such vacation or jury duty, they shall be paid for such holiday. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, they shall be eligible for pay for that holiday. An eligible employee whose leave of absence terminates during the Christmas holiday period, and who reports for work on the next scheduled work day after the Christmas holiday period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each employee would otherwise have worked and each holiday thereafter in the Christmas holiday period.

61. For holidays specified in Paragraph 57, an eligible employee shall have the night shift premium rate which attached to the straight time hours on their last straight time day worked preceding the holiday included in the computation of holiday pay paid pursuant to Paragraph 57.

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THIRD SHIFT

WAGE

SHIFT PREFERENCE

employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay periods in which each designated eligibility date falls.

An employee who retires during the Performance Bonus eligibility year and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Performance Bonus.

In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if the employee were seniority employees on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined above. Such Performance Bonus shall be paid to their duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of such persons as the Corporation in its discretion may determine.

Qualified Earnings, as used herein, are defined as income received by an eligible employee from Delphi E & C during each vacation eligibility year resulting from the following:

Hourly Base Wages*
COLA*
Shift Premium*
Vacation Entitlement
Holiday Pay
Independence Week Shutdown Pay
Seven-Day Operator Premium
Bereavement Pay
Jury Duty Pay
Apprentice Pay

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Straight Time		
Hourly		
Wage Rates*		Wage Increase
29.75 - 30.24		60¢
30.50 - 30.83		92¢
Electrician	Hire	90 Days
	\$29.70	\$29.90

Effective December 7, 2003, each employee in a skilled trades job classification shall receive a tool allowance adjustment of thirty cents (30¢) per hour added to the base rate.

2. Performance Bonus Payments

The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus payment will be made to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
September 20, 2004	Three percent (3%) of Qualified Earnings	October 17, 2004

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided an

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THIRD SHIFT

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WAGE SHIFT PREFERENCE

purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment	Based Upon Three-Month Average of Consumer Price Index for:
First pay period beginning on or after March 1, 2004 and at three-calendar month intervals thereafter to June 4, 2007	November, December, 2003 and January, 2004 and at three-calendar month intervals thereafter to February, March, April, 2007

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 174.12 provide the basis for a reduction in the wage scale by job classification.

(d) The amount of the Cost of Living Allowance shall be seventeen (\$0.17) cents per hour effective December 1, 2003 and ending February 29, 2004. Effective March 1, 2004 and for any period thereafter as provided in Paragraph 65(a) and 65(d) the Cost of Living Allowance shall be in accordance with the following table:

Three Month Average Consumer Price Index	Cost of Living Allowance
174.12 or less	None
174.13 - 174.20	1¢ per hour
174.21 - 174.28	2¢ per hour
174.29 - 174.36	3¢ per hour
174.37 - 174.44	4¢ per hour
174.45 - 174.53	5¢ per hour

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Call-In Pay
Short Term Military Duty Pay
Back pay awards related to the designated eligibility year

*Including overtime, Saturday, Sunday and Holiday premium payments.

3. Qualified earnings do not include Profit Sharing Payments, Tuition Refunds, Suggestion Awards, Imputed Income, Relocation Allowance, Disability Pay (S&A, EDB & Worker's Compensation), ISP pay, GIS benefits and any other pay not specifically included.

65. Cost of Living Allowance

(a) Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs 65(c) and 65(d).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

(b) The Cost of Living Allowance provided for in Paragraph 65(a) shall be added to each employee's hourly wage rate and will be adjusted up or down, as provided in Paragraph 65(d) and 65(e).

The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (current series), (CPI-W) (for all items, less medical care, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984=100).

(c) Effective with the date of this Agreement, \$2.00 shall be deducted from the \$2.17 Cost of Living Allowance in effect immediately prior to that date and \$2.00 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date, for pay calculation

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WAGE

SHIFT PREFERENCE

(h) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the applicable official monthly Consumer Price Indexes in their present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.

STRIKES AND STOPPAGES

66. It is the intent of the parties of this Agreement that the procedures herein shall serve as a means of peaceable settlement of all disputes that may arise between them.

67. During the life of this Agreement, Management will not lock out any employees until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five (5) days at the third step of the Grievance Procedure. In case a lockout shall occur, the Union has the option of canceling the Agreement at any time between the tenth (10th) day after the lockout occurs and the date of its settlement.

68. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down, at the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket the plant or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five (5) days at the third

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174.54 - 174.61	6¢ per hour
174.62 - 174.69	7¢ per hour
174.70 - 174.77	8¢ per hour
174.78 - 174.85	9¢ per hour

And so forth in accordance with the Letter of Understanding signed by the parties.

For each adjustment during the fifteen three-month periods beginning December 1, 2003, and ending on June 7, 2007, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of increase so required each three month period shall be reduced by two cents (2¢), or by the amount of the increase, whichever is less.

Following the adjustment for the three-month period beginning June 4, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 4, 2007.

(e) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay and short term military duty pay.

(f) In the event the appropriate official indexes have not been issued on or before the beginning of one of the pay periods, any adjustments in the Cost of Living Allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

(g) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Combined Consumer Price Index for any month or months specified.

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SUPPLEMENTS

1. To negotiate with Local Management on issues involving the effect of the employment of apprentices and the employment of Journeymen/women in the trades involved.
2. To study and recommend to Management other matters that may involve the training of apprentices by Journeymen/women in the shop, and the proper application of Shop Training Schedules.
3. Progress reports of the apprentices' Shop Training Schedule may be reviewed in meetings of the Apprenticeship Committee with Management, but no individual apprentice's record will be reviewed more frequently than once each six (6) months.
4. At regular six month meetings, the Apprentice Committee will review shifts and job assignments. Each apprentice will be discussed and shift changes will be reviewed at that time.

15. GRIEVANCES

Grievances filed by apprentices will be handled under the Representation and Grievance Procedure sections of the Agreement.

16. **Termination Clause:** If either party desires to cancel, modify or change this Agreement, it shall, at least sixty (60) days prior to the date when it proposes such cancellation, modification or change becomes effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal.

Ratification Clause: This Agreement is subject to written notice of ratification to Management by the Local Union not later than April 6, 2004. After such notice of ratification is received from the Local Union by Management, this Agreement will be effective as provided herein upon approval by the Personnel Staff of Delphi Corporation and the International Union, IBEW.

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Program in establishing their seniority date in the classification of their skilled trades non-interchangeable occupational group.

13. APPRENTICESHIP RATE SCHEDULE

Electrician - 1040 hrs/period

1st 1040 hours	\$25.03
2nd 1040 hours	\$25.19
3rd 1040 hours	\$25.19 plus 9% of "Rate Difference"
4th 1040 hours	\$25.19 plus 20% of "Rate Difference"
5th 1040 hours	\$25.19 plus 33% of "Rate Difference"
6th 1040 hours	\$25.19 plus 48% of "Rate Difference"
7th 1040 hours	\$25.19 plus 66% of "Rate Difference"
8th 1040 hours	\$25.19 plus 86% of "Rate Difference"

*The rate difference shall be determined by subtracting the sum of \$.20 and the hourly rate for the second 1040 hours from the maximum rate established in the Local Wage Agreement for the journeyman classification for which the apprentice is in training. Resultant rates should be rounded to the nearest one cent.

14. APPRENTICESHIP COMMITTEE

The Apprenticeship Committee shall consist of two (2) representatives of Management and two (2) representatives of the Union, who shall be Journeymen in the trades in which apprentices are indentured and shall be employees in the plant.

The Apprenticeship Committee shall meet with Management at a mutually agreed upon time, but not more frequently than each thirty (30) days. Apprentice representatives of the Union will be paid their regular rate of pay for the time spent in Apprenticeship Committee meetings for hours they would have otherwise have worked in the plant. Minutes of such meetings will be furnished to the Union by Management.

The duties of the Apprenticeship Committee shall be as follows:

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Schools

Acceptable schools are those approved by Delphi E & C including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

Type of Assistance

The Plan will provide for tuition and compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$8,400 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

SENIORITY AS OF DATE OF LAYOFF

1 year to 3 years	<u>\$6,400</u>
3 years to 4 years	<u>\$7,400</u>
4 or more years	<u>\$8,400</u>

The above specified amounts shall constitute an account upon which the worker may draw so long as the individual retains recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at Delphi E & C, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total assistance to an employee exceed \$8,400 in any four calendar year period.

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SUPPLEMENT B

TUITION ASSISTANCE PLAN

During current negotiations, Delphi E & C reaffirmed the necessity of providing active and laid off workers opportunities for education and training. These efforts will enable them to either re-enter the work force or enhance their development. Accordingly, the parties agree to continue the Tuition Assistance Plan for all qualifying workers who wish to pursue further education and training. The plan is designed to help workers:

- who are laid off, improve their chances for re-employment
- or who are active, enhance their opportunities for advancement.

Under this Plan, qualified workers will be able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan will permit workers to select virtually any type of vocational training or education, for their situation and goals, subject to approval by Delphi E & C.

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

The participant must be an I.B.E.W. represented Delphi E&C U.S. Worker on indefinite layoff, who has recall or rehire rights under the terms of the current Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes.

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TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility

The participant must be a represented Delphi E & C -U.S. worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Agreement. Also included are union officials on leave under the provisions of Paragraph 51 who are functioning in positions at Delphi E. Additionally, the spouse or dependent children of a deceased, active employee will be entitled to:

Spouse

Utilize the remaining balance of the employee's current Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

A one-time payment up to a maximum of \$300 of the remaining balance may be used for jointly approved financial counseling.

The benefit is not to exceed the maximum annual benefit allowed in each year following the employee's date of death.

Dependent Children

In the event that the decedent's spouse does not use this benefit, the dependent children of a deceased, active employee will be entitled to:

Utilize the remaining balance of the employee's current year's Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

Type of Assistance

The Plan will provide for tuition or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs.

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The following courses shall entitle individuals to those benefit levels specified below:

•\$4,600 per year for courses at regionally accredited colleges or universities of which \$100.00 may be used for the purchase of books.

•Advance Payment

Employees enrolled in college degree programs through accredited institutions, who exhaust their current year tuition eligibility, may utilize up to \$1000 of the following year's eligibility to cover the present or next semester eligible expenses. This advance payment is provided only in conjunction with courses or universities on a semester or quarterly basis and is not available for job related or personal enhancement classes. Advance payment of up to \$1000 will occur automatically when the employee's request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of Agreement, and does not expand total tuition assistance eligibility over the life of the present Agreement.

•\$2,200 per year for other job related courses

•\$1,450 per year for courses not related to the employees current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others.

In no event shall the total of assistance to an employee exceed \$5,600 in a twelve month period. All courses are subject to approval by Delphi E & C.

Administration

The Plan will be administered by Delphi E & C.

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- Amount of Support: An annual voucher of up to a maximum of \$1,500 will be distributed directly to the recipient's educational institution for tuition and/or compulsory fees.
- Funding: Expenditures under this program are limited to \$50,000 per calendar year. Applications will be honored based on the employee's plant seniority, except that no employee may receive a scholarship for more than one dependent unless all employee's with applicants receive a scholarship. Payments under this program will be subject to applicable federal, state and local income tax provisions.
- The grievance procedure set forth in the current Delphi-IBEW Agreement has no application to, or jurisdiction over, any matter related to the administration of this program.

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Scholarship Program for Dependent Children

The parties discussed the importance of continuing education for school-aged dependent children of IBEW-represented employees. In this regard the parties have agreed to continue the Delphi IBEW Scholarship Program for Dependent Children.

This program will be administered by the Training Department. Necessary administrative guidelines will be established to deliver the program and communicated to the Union. Modification may be implemented by Management if required.

The program will be administered based on the following parameters:

- Eligibility: Dependent children of active, IBEW represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. No IBEW represented employee's dependent will be eligible to receive a scholarship under this program, if they receive a scholarship under another Delphi program or policy.
- For purposes of this program, the definition of dependent children will be as follows:
 - An unmarried child of the employee or employee's spouse, by birth, legal adoption, or legal guardianship.
 - A child who resides with the employee as a member of the employee's household, or if not a member of the household the employee must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to a training institution, child in school).
 - A child who will not reach their 25th birthday by the end of the calendar year of the application.

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the work being discussed (i.e., a Supervisor of Engineering Representative, Purchasing Representative, etc.). Any problems associated with convening this committee should be raised with the Supervisor of Labor Relations.

Local Management will afford the local Union Representatives an opportunity to comment on Management's plans and will give appropriate weight to those comments in the light of all attendant circumstances. It is not the plant's policy to perform work normally and regularly done by electricians with employees of an outside contractor. At times, however, the Company does not deem it advisable doing the work itself and it must, as in the past, reserve to itself the right to decide whether it will do the particular work or let the work to outside contractors.

In those instances where an outside contractor is being contracted because of lack of training on the part of the bargaining unit, an electrician will be assigned to the outside contractor while he is in the plant for purposes of training. This understanding includes situations where equipment is still under warranty.

This Letter of Understanding is not to be regarded as impairing that right in any way.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

The Company is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Company. Therefore, in making these determinations, the Company intends always to keep the interests of General Motors personnel in mind.

SUPPLEMENT H

OUTSIDE CONTRACTORS

In all cases, except where time and circumstances prevent it, local Management will hold advance discussions with the Chairman of the Shop Committee prior to letting a contract for the performance of on site electrical work. In this discussion, local Management will review its plans or prospects for letting a particular contract. In addition to the discussions referred to above, the local parties will also form an Electrical Joint Priority Committee which will periodically review not only on site subcontracting work, but also Management's contemplated plans for off site work. In the event that the Shop Chairman has questions that are not answered during the Supplement H advance discussion meeting a follow up meeting will be held with the Human Resources Manager to have further discussions. The Human Resources Manager will facilitate obtaining pertinent information to answer the Union's questions. It is understood that the IBEW representative on this committee will take an active part in evaluating the appropriateness of sending work out based on considerations such as stability in the work force, cost, scheduling and delivery, available electricians and equipment, expertise, and quality in the work to be performed. It is Management's intent to utilize the recommendations of this committee to maximize the utilization of our work force by maintaining in-house all work which Delphi E & C can perform in accordance with the above specified criteria.

Additionally, this committee may review work which has not normally and historically been performed by members of the bargaining unit for consideration to schedule the work in-house during periods where there is a down turn in customer requirements and associated services which might otherwise result in a reduction in force. Such work may be awarded based on the aforementioned criteria.

At a minimum, the Committee will consist of a Union Appointed Representative and a General Supervisor of Skilled Trades. Additional Committee members will be determined consistent with

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4. The layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary;
5. The cessation of business at a Corporation facility that does not involve outsourcing;
6. Model change or plant rearrangement until the employee otherwise would have been recalled; or,
7. Displacement by a more seniority employee entering the active workforce.

Employees who, except for those events listed above, would otherwise be permanently laid off will be eligible for this treatment under this Memorandum. Employees who so qualify, may be: 1) placed in a training program; 2) used as replacements to facilitate the training of other employees; 3) placed on job openings at other Delphi locations; 4) given job assignments within or outside the bargaining unit which may be non-traditional; 5) placed in existing openings or given other assignments consistent with the purpose of this Memorandum.

Hours spent by employees on assignments specified in this Memorandum are not to be considered as compensated hours (paid from the Corporation) for the purpose of determining Corporate contributions to Individual Income Security Fund Account and therefore no contributions will be credited to such accounts for such hours.

In order to qualify under the terms of this Memorandum, employees must be willing to accept an offer of employment in their home unit or elsewhere within Delphi Corporation and must be willing to participate in developmental activities designed to prepare them to fill regular openings caused by attrition. Employees assigned pursuant to this Memorandum will be paid the regular straight time hourly rate for the classification they last held prior to being so assigned. If, after being assigned pursuant to this Memorandum, employees perform assignments identified as work associated with specific hourly rated job classifications, they will receive the

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SUPPLEMENT J

MEMORANDUM OF UNDERSTANDING
EMPLOYMENT SECURITY

The respective parties expressed a mutual commitment that Delphi E & C employees receive a full measure of employment security can only be realized within a work environment which promotes operational effectiveness and provides for flexibility with regard to the assignment of employees. It further recognizes the need of the respective parties to encourage and support efforts to improve operational effectiveness.

It is therefore agreed that, IBEW Local 663 represented hourly employees in the active workforce with one or more years of service as of the effective date of the Agreement; and (a) employees in the active workforce with less than one year of service on the effective date of the Agreement who subsequently attain one year of service; (b) employees with one or more years of service who are recalled and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (c) employees with less than one year of service who are recalled and subsequently attain one year of service and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; or (d) employees newly hired after the effective date of the Agreement who attain three years of service will not be laid off except for:

1. Volume related declines attributable to market related conditions, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement.
2. Acts of God or other such reasons beyond the control of the Corporation;
3. The sale of a part of the Corporation's operations as an ongoing business;

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Document No. 4

March 31, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: UP-FRONT LUMP SUM PAYMENT

Dear Randal:

During the current negotiations, the parties agreed to provide an up-front lump sum payment of \$3,000 to each eligible employee who is represented by the Union. Such payment will be made in the second pay period following receipt by Delphi E of written notification of ratification of the Agreement. Eligible employees who are represented by the Union are defined as those whose status with Delphi E on the effective date of this Agreement is one of the following:

Active

In protected status;

On temporary layoff status;

On one of the following leaves of absence not greater than ninety (90) days:

Informal (Paragraph 48)

Formal (Paragraph 49)

Sickness and Accident (Paragraph 50)

Pursuant to Family and Medical Leave Act

Military (Paragraph 54)

Very truly yours,

Timothy A. Wilmitis
Manager, Labor Relations
Delphi E & C
Milwaukee Operations

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2. *Meeting Frequency*
The parties agree as per the proposal that the Committee should schedule meetings periodically or as needed. In the event there are scheduling problems the Supervisor of Labor Relations should be contacted.
3. *Scope of the Training to be Discussed*
The parties agree that the Training Committee will discuss the electrical training needs for the facility. The individuals on the committee are expected to bring the facility needs as determined by inputs of Management and bargaining unit members to the Committee for discussion.
4. *Reference Library*
The parties agree that the Training Committee will discuss the concerns of how to maintain the library of manuals as previously negotiated in meeting #14 during the 1984 Negotiations.
5. *Pro-Trainer Positions*
The parties agree that over time this facility has used selected individuals or Pro-Trainers to perform in-house training of bargaining unit personnel. It is understood that should in-house training be scheduled that the persons selected while functioning in a trainer role could be called "Pro-Trainer". There is no requirement that their use be on an indefinite or full-time basis. It is further understood that functioning in train the trainer capacity will not be a basis for a claim that this is bargaining unit work.
6. The Committee's ability to approve any expenditure of facility monies will be determined by the approval authority of the ranking Management Committee member. This understanding does not change facility approval guidelines in any way. This is to say that the spending ability of a Supervisor or Superintendent is not expanded by this memorandum.
7. The Training Committee members will be allowed to review relevant training budget data consistent with Corporate/Divisional guidelines in functions on this Committee.

2. Within the context of attachment A the parties reaffirmed that the proper responsibility for electrical engineers in the design phase are the tasks associated with:
 - a) Generation and recording of initial design.
 - b) The loading and recording of programs in design phase.
 - c) Design changes.

This understanding provides the engineers with the right to monitor machine programs without an electrician being present. However, if an engineer decides to change the program and it's in writing or in the finished form of a tape, it is now an electrician's job.

The design of software for production equipment is the responsibility of Engineering. The installation of this software and any subsequent troubleshooting or debug activities is the responsibility of the IBEW electricians. (See Minutes entry - 1999 Negotiations Meeting #22, Demand 59)

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
TRAINING COMMITTEE

This memorandum is being drafted to clarify specific points of concerns which were identified by the Committee around the resolution of UP#14 and UP#33 which are training issues. This document is not intended to modify or change the proposal language in any manner and it is not intended to infringe on the provisions of Paragraph 5 of the current agreement.

1. Decisions to schedule training or not to schedule training should be made based on the needs of the business and the condition of the business at the time. It is not appropriate for Management to use "when circumstances permit" as found in the current agreement as the sole reason to not pursue specific training for the bargaining unit.

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8. *Composition of the Training Committee*
The Training Committee will consist of a minimum of four members. A vertical slice of two members of Management and the Shop Chairman and one appointed electrician. There must be one 1st Line Maintenance Supervisor on the Committee. Problems associated with this item should be referred to the Supervisor - Labor Relations or the Shop Chairman/Business Manager of the bargaining unit.

NO. 8 - OVERTIME SUPPORT

The Union acknowledges that its members have a responsibility to provide overtime coverage to support production operations or other critical activities. It will continue to encourage its members to volunteer to work needed overtime. However, it expressed its concern that on occasion overtime has been scheduled and employees have been assigned to work that was not really essential.

Management recognizes that it is desirable to offer overtime to volunteers as long as the needs of the operations can be met. In some instances Management may find it necessary to schedule employees to work overtime, if insufficient volunteers can be obtained.

In these instances, the parties will discuss the work that is scheduled to be performed to determine if practical alternative approaches are available. If not, the Committeeperson will have the opportunity to obtain volunteers from within the group or from other shifts, before employees are scheduled to work. The parties will also identify a method of insuring that the same person is not always subjected to being scheduled to work in such situations.

NO. 9 - AUDIO/VISUAL EQUIPMENT

The cleaning and/or maintenance of VCRS, video or TV equipment, beyond "head cleaning" or dusting, when such equipment is no longer covered under warranty, has been recognized to be the responsibility of bargaining unit members. Similarly the setting up of new audio visual equipment in the plant has been performed by Electricians. Electricians will also continue to be assigned to make the required equipment interconnections for employee meetings. An

electrician will be present to assist in the operating of audio visual equipment for all employee meetings.

NO. 10 - ELECTRICAL EQUIPMENT INSTALLATION

Management acknowledges that IBEW represented employees have historically been responsible for the installation or connection of electrical and electronic equipment/apparatus, such as process or test equipment, parts storage devices and dispensers, and facilities power distribution equipment, etc. Electricians will continue to be assigned to such work, consistent with past settlements, understandings or historic practices. (See Minute entry 1999 Negotiation Meeting #21+22, Demand 77)

The Union acknowledges that the plugging in of the power cord of portable, cord and plug connected appliances, such as personal heaters, overhead projectors, drill motors, vacuum cleaners, etc. which require no other measure of installation, such as bracketing, mounting or structural attachment, or connection, may be done by non-represented employees.

The installation of fans is a proper assignment of the IBEW bargaining unit.

NO. 11 - ELECTRICAL EQUIPMENT DISPOSITION

The removal, salvaging or scrapping of electrical equipment is a proper assignment for members of the bargaining unit, regardless of the tools used. This also includes such activity related to the electrical portions or components of equipment, such as motors, computers, wiring, etc. Management will however, not require such activity to be performed with a torch.

NO. 12 - BRACKETS

Representatives of the IBEW, UAW and Management signed a document on March 19, 1981 that stated, in part, that:

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NO. 14 - STORES DISBURSEMENT OF ELECTRICAL COMPONENTS

During these Negotiations, the Parties agreed to publish the Patrick Bissen letter of March 30, 1989 in the new Agreement booklet.

To: All Supervision
-All General Supervisors

cc: T. Cradlebaugh, J. Garski, T. Hounsell, B. Newby, B. Russell
(IBEW Rep.), W. Russell, C. Schampers

1. A meeting was held on 3/23/89 with Labor Relations and the IBEW representative in regard to the improper requisitioning of electrical material by other individuals other than electricians.

2. Some of the items in question that were ordered from Stores by other trades of Manufacturing personnel were:

- a. Motors for smoke eaters
- b. Indicating lights (looks like flashlight bulbs)
- c. Electrical tape
- d. Wire feed motors

The above items were the most obvious that were brought to my attention. There could be more. It is of deep concern I have for someone not trained or qualified to do electrical work that could cause damage to equipment of serious harm to individuals working with electricity.

3. The General Stores crib attendants on all shifts will check as much as possible the pick list or AC Form 1298, General Stores Requisition, when dealing with electrical material the requestor's name, with maintenance crew sheet for validation.

4. Any requisitions containing fictitious names or names of individuals other than electricians for electrical materials will not be processed; incident will be brought to my attention and the individual's supervisor will be notified.

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"Each trade is responsible for performing incidental work, which is necessary to complete a job assignment. (In this instance, an electrician fabricating and installing a bracket to support an electrical panel or component.)"

The result of this understanding is that Electricians are responsible for fabricating and installing any brackets that are used to mount an electrical panel or component, because the making or installing of the brackets was viewed as an incidental part of the overall task.

The parties recognize that the size of panels, or the method of mounting them, may have changed since that time. However, these changes do not modify the understanding that was reached.

Management will assign Electricians to perform the fabrication of brackets necessary to relocate or mount electrical panels or devices. They will also be assigned to install the brackets, and assist the welder, if necessary, in the final assembly of the bracket, but will not perform the actual welding of the brackets. Electricians may seek the assistance of employees in the Millwright classification, when practical.

It is also necessary to recognize that the Memorandum of Understanding does not limit the type or the size of the material used in the fabrication of brackets. (See Minute entry 1999 Negotiation Meeting #21, Demand 79)

NO. 13 - MANPOWER SHORTAGES IN OTHER TRADES

On occasion it is necessary to subcontract machine builds activity because of a shortage of manpower in another trade, even when Electrician resources are available. In these cases, Management will assign bargaining unit members to perform the electrical work when it is cost effective, can be efficiently separated from the other machine build activity, and will not jeopardize the manufacturers warranty.

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5. Several method of restricting the issuing of electrical material to other individuals other than electricians were discussed and EDS will investigate the possibility of implementation for some of the methods.

The General Stores personnel will do its best to screen pick lists and 1298's in a timely fashion and process the materials to the right trade as the case may be. We need your cooperation in this matter to keep our plant operating in a safe and efficient manner, by communicating to all your employees. This effort will be greatly appreciated.

Patrick J. Bissen
Supervisor
General Stores

NO. 15 - GM VEHICLE PURCHASE PROGRAM

Delphi Automotive Systems employees, including those represented by the IBEW, and their eligible family members may continue to purchase or lease General Motors vehicles through the GM New Vehicle Purchase Program and the GM Company-Owned Vehicle Purchase Program through September 14, 2003. Employees, and eligible family members, may purchase or lease vehicles in the same manner, at the same discount and are subject to the same regulations as GM employees.

General Motors reserves the right to make any changes in either of the Vehicle Discount Programs as it considers necessary. In any event, the same program provisions will be available to IBEW members as are provided to UAW represented employees.

NO. 16 - PREVENTIVE MAINTENANCE COORDINATOR

Management is in agreement to jointly identify an Electrician to function as a Preventive Maintenance Coordinator (Capacity Assurance Coordinator). Maintenance Management and the Union will jointly identify the responsibilities of this employee.

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Initially, the individual will be able to function in - capacity on a full-time basis. He/she will continue to balance hours with the other first shift Electricians.

The parties are in agreement that this position may not need to be full-time. The amount of work to be performed will determine the amount of time required. The employee identified will be expected to work as an Electrician on a regular basis, to maintain their proficiency in the trade.

In the event that the work load does not require the person to be on the job on a full time basis, the Shop Chairman and Maintenance General Foreman will discuss the amount of time that is needed. Any issues concerning the amount of work, the responsibilities, or any other facet of this activity may be brought to the Operations Manager for resolution.

NO. 17 - SPARES REPAIR AREA

The area that was previously used to perform spares repair, as well as to store items necessary to accomplish such repair, was removed. An appropriate area in Building 2, will be designated where necessary spares repair activity can be safely accomplished, and the materials and supplies secured.

The Maintenance Superintendent will discuss the proposed area with the Shop Chairman, so that the concerns of both parties can be properly addressed.

NO. 18 - CRANE INSPECTIONS

Management believes it is in the best interests of all employees, and both organizations to have these inspections performed by firms that specialize in such activity. In doing so the inspections are performed by people who regularly do the work. Such an approach may reduce the Company's potential liability in the event of an accident.

Management does not intend to certify any employees to perform periodic crane inspections, at this time. If a decision is made in the future to certify and/or train hourly employees to conduct

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inspections, Electricians will be included to perform the electrical inspections. Operators of cranes will continue to be expected to perform the regular safety checks before operating the equipment. An Electrician will be assigned to accompany the outside inspector in the performance of the inspection.

NO. 19 - TRENCHING FOR ELECTRICAL ACTIVITY

When trenching is necessary to support, an electrical installation, or to perform electrical maintenance activities, such work properly falls within the Electrician Maintenance classification. The use of power equipment does not change the assignment.

Recently, Management agreed that breaking up and removing concrete was a proper assignment for employees represented by the other bargaining unit. This decision was based on Management's desire to more effectively use the skills and abilities of Electricians on electrical work. As a result, Electricians will not be assigned to break up concrete as part of a trenching operation. The coring of concrete in order to run electrical wiring or conduit through it is not considered to be concrete removal. Such activity will continue to be performed by Electricians, as they have in the past.

NO. 20 - MAINTENANCE OF BATTERY CHARGERS/ ELECTRICAL TOOLS

The IBEW has historically been responsible for performing the maintenance activities on AC powered battery chargers and electrical hand tools such as drills, screw drivers, etc. Management will continue to assign Electricians to perform the necessary and practical electrical repair activity on such devices.

NO. 21 - SUBCONTRACTING

Management acknowledges that IBEW represented employees have historically been responsible for the electrical/electronic work related to new die and machine build activities that were not readily commercially available. Electricians will continue to be assigned such work, consistent with past settlements, understandings or historic practices.

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If contemplating subcontracting, Management will assign bargaining unit members to perform the fractured out electrical work when it is cost effective to do so, can be efficiently separated from the other machine build activity, and will not jeopardize the manufacturer's warranty.

If machine build work is subcontracted, the number of hours associated with that electrical work will be offered to IBEW Electricians in the form of overtime opportunities until the entire allotment has been accepted. This will occur within thirty (30) days of the subcontracting notice being issued unless Electricians have an unusually high overtime offering denial rate.

If on-site construction work is subcontracted, then additional overtime opportunities will be provided to each IBEW Electrician as long as the subcontractors remain on the premises.

Note: It is inappropriate to subcontract IBEW Electrician work while employees are in the Employment Security Plan.

Note: For subcontracted on-site construction work, additional overtime opportunities for the week is defined as 2 hours of offered overtime Monday through Friday and 8 hours of offered overtime Saturday and Sunday.

NO. 22 - PRO-TRAINER

Management agrees that a Pro-Trainer is necessary, committed to developing and presenting technical instruction and support to the IBEW Electricians. Management agrees that a full-time Pro-Trainer is needed at this time to provide said instruction and support.

However, at some point in the future, the educational and training needs of the bargaining unit may not be as urgent as they currently are. To that end, the Shop Chairperson and Maintenance General Supervisor will jointly decide to reduce the full-time status of the Pro-Trainer to a mutually agreeable status, considering the educational and training needs of the bargaining unit at that time.

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Exhibit D

AGREEMENTS

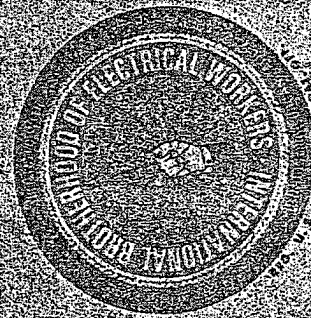
BETWEEN

DELPHI ELECTRONICS & SAFETY
MANUFACTURING OPERATIONS
DELPHI CORPORATION

AND

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO
LOCAL 663

DELPHI



MARCH 11, 2004



- (i) Any temporary employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or sick leave of absence shall cease to be subject to check-off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken. Management will notify the Union following the end of each month of the names of such employees and will designate the reason each such employee ceased to be subject to the check-off.
- (j) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Union and a representative of Management. Should this review not dispose of the matter the dispute may be referred to an Impartial Umpire, whose decision shall be final and binding on the employee, the Union and the Company.
- Until the matter is disposed of, no further deductions shall be made.
- (k) Management shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.
- (l) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying the initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (m) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten

(10) days after the thirtieth (30) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of this Agreement.

- (n) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (o) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of Local Management and the Chairperson of the Shop Committee and, if not resolved, may be decided by the Impartial Umpire.
- (p) "Member of the Union" as used in Paragraphs 6(l) and 6(m) above means any employee who is a member of the Union and is not more than sixty (60) days in arrears in the payment of the Union dues specified herein.
- (q) The Local Union will furnish Local Management, within fifteen (15) days from the effective date of this Agreement, the names of all members paying dues direct to the Local Union.
- (r) Initiation fee for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.
7. It is understood that any provisions of this section on Union security which is or may be in conflict with any Federal and State law shall be ineffective to the extent of such conflict.

REPRESENTATION

8. (a) The bargaining unit will be divided into clearly defined districts by agreement between Management and the Union. During the life of this Agreement, the number of districts may be adjusted

Representative of Local 663 of the International Brotherhood of Electrical Workers or the President of the Local Union, if not employed in the plant, will be permitted to attend meetings between Management and the Shop Committee. Where the President of the Local Union works in the plant and is not a Shop Committeeman, he may attend Management-Shop Committee meetings and will be paid his regular rate for time spent in such meetings for hours he would otherwise have worked in the plant. Management shall not be required to meet with more than two (2) such representatives, excluding the established Shop Committee, whose names must have been submitted previously to the Company and who will be prepared to show proper credentials. If the Union desires an International Representative(s) to attend meetings, written requests will be given to Management at least twenty-four (24) hours before each meeting.

RULES FOR COMMITTEEPEROPLE

10. While on leave of absence or laid off, no employee shall serve as a Committeeperson.

11. No employee shall be eligible to serve as Committeeperson unless they are an employee covered by this Agreement, and not then until their name has been placed on the seniority list and they are working in the plant.

12. The Committeeperson shall not be permitted to enter or remain in the plant for the purpose of handling a grievance at any time other than during their regular shift, unless otherwise agreed to by the Plant Management.

13. It is agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and Management. The total amount of company paid time, which may be used by the Shop Chairperson, for purposes of answering representation calls, investigating grievances, meeting with Management on grievances, benefit, employee assistance and/or health and safety matters, is limited to five (5) hours per day, averaged over the week. The other Committeepersons are limited to two (2) hours per day, averaged over the week, of company paid

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by mutual agreement as a result of changes in the membership of the bargaining unit or other related factors. Each district will be represented by a District Committeeperson, and each district will have an Alternate Committeeperson, who will function only in the absence of the District Committeeperson from the plant.

(b) For the purposes of meeting with representatives of Management in regular and special meetings and to carry on collective bargaining between the parties, a Shop Committee comprised of three (3) District Committeepersons shall be designated by the Union. One member of the Shop Committee shall be designated as the Chairperson. In the absence of the Shop Chairperson, another Committeeperson may be designated to serve as the Shop Chairperson in meetings with Management. The Shop Chairperson is also permitted to function as the Union Benefit, Employee Assistance, and Health and Safety Representative.

(c) The names of District Committeepersons, Alternate District Committeepersons and those District Committeepersons designated as members of the Shop Committee and the member of the Shop Committee designated as Chairperson of the Shop Committee shall be given in writing to Management. No Committeeperson shall function as such until Management has been advised of his selection in writing by the Business Representative of Local 663, International Brotherhood of Electrical Workers or his designated representative. Any changes in Committeepersons shall be reported promptly to Management in writing by the Union.

(d) Meetings between Management and the Shop Committee will be held upon the request of either party, at a time to be mutually agreed upon between Management and the Shop Committee. Special meetings may be arranged by mutual agreement.

9. International officers of the Union, or their representatives, duly authorized to represent the International Union at meetings between Management and the Shop Committee or the Business

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(b) Any claim of personal prejudice or a claim of discrimination for Union activity, in connection with such transfers, may be taken up as a grievance. Such claims must be supported by written evidence.

The provisions of this paragraph shall be applied without discrimination because of race, religion, color, age, sex or national origin so that equal employment opportunity will be afforded to all employees.

38. Any employee who has been incapacitated at their regular work by injury or compensable occupational disease while employed by the Company, may be employed in other work in the plant unit which they can do without regard to any seniority provisions of this Agreement.

39. To protect their seniority, it is the employee's responsibility to keep Management informed of their current address. Forms will be provided by Management in each department for this purpose.

40. Shift preference provisions are included as part of the local seniority agreement, section VII. This procedure provides sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

41. For temporary reductions in production not exceeding four (4) weeks, the work week may be reduced before any employees are laid off, unless otherwise extended by agreement between Management and the Union.

42.

(a) For extended periods of reduced production exceeding four (4) weeks, temporary employees will be laid off, and thereafter the work week will be reduced and/or seniority employees will be laid off unless otherwise extended by agreement between Management and the Union.

(b) Both parties agree that it is desirable to give the employees high annual earnings. It is recognized and agreed that there are

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times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. It is mutually recognized that to operate a plant at a schedule which gives employees less than thirty-two (32) hours per week for more than a month is unsatisfactory to both employees and the Company, and reductions below this level are only justified by special conditions.

43. Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. A procedure for making information concerning equalization of hour status available to employees in each department has been established.

WORKING HOURS

44. For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

45. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which they are assigned.

46. Hourly rate employees will be compensated as follows:

(a) Straight Time

(1) For the first eight (8) hours worked in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift.

(2) For the first forty (40) hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

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(3) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

(b) Time and One-Half

(1) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employees shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

(2) For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

(3) For time worked on any shift which starts on Saturday.

(c) Double Time

(1) For time worked during the first eight (8) hours worked on any shifts that start on Sundays and on each holiday specified in Paragraph 60; for time worked on the calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

(d) Shift Premiums

(1) A night shift premium on night shift earnings, including overtime premium pay, will be paid to employees for time worked on shifts scheduled to start in accordance with the following chart:

SCHEDULED SHIFT STARTING TIME	AMOUNT OF PREMIUM	AMOUNT OF CONDITIONAL SHIFT PREMIUM
On or after 11:00 a.m. and before 7:00 p.m.	Five percent	Ten percent for all hours worked after 12 midnight when such employee is scheduled to work more than nine (9) hours and until or beyond 2:00 a.m.
On or after 7:00 p.m. and on or before 4:45 a.m.	Ten percent	
After 4:45 a.m. and before 6:00 a.m.	Ten percent until 7:00 a.m.	
On or after 6:00 a.m. and before 11:00 a.m.	None	Five percent for all hours worked in excess of eight (8) when such employee is scheduled to work twelve (12) or more hours.

(e) Special Three-Shift Operations

(1) This paragraph is not intended to change any present practice, or preclude the readaption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three-shift operations to establish schedules of eight (8) hours of work each shift, work shifts will be

established on the basis of arrangements for a lunch period not in excess of twenty (20) minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

The above provisions shall not be applicable in a state wherein a statute or administrative ruling requires the granting or establishment of lunch or meal periods of more than twenty (20) minutes.

CALL-IN PAY

47. Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours pay at the regular hourly rate, except in case of labor disputes or other conditions beyond the control of the Local Management.

UNION BULLETIN BOARDS

48. The plants covered by this Arrangement will erect bulletin boards which may be used by the Union for posting notices approved by the Management and restricted to:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and results of Union elections.
- (d) Notices of Union meetings.
- (e) Other notices concerning bona fide Union activity such as: Cooperatives, Credit Union and Unemployment Compensation information.

49. The number and location of such bulletin boards in the bargaining unit under this Agreement shall be decided by Management and the Shop Committee.

50. There shall be no other general distribution, or posting by employees, of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

LEAVES OF ABSENCE

51. Informal Leaves of Absence

- (a) A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days, upon application of the employee to and approval by their supervisor. Such leaves shall not be renewed and seniority will accumulate during the leave.

52. Formal Leave of Absence for Personal Reasons

- (a) Employees requesting formal leave of absence for personal reasons shall first make application in writing to the Personnel Division on the form provided.

Such leave of absence will be granted to an employee for not more than ninety (90) days on approval of Management when the services of the employee are not immediately required, and there are employees available in the plant capable of doing the work.

- (b) Such leaves of absence may be extended, but the approval of the Manager of the plant or their designated representative is required in such cases. Seniority will accumulate during the period of formal leave of absence for personal reasons. Such formal leaves of absence will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had they been working during their leave.

current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

56. All of the above leaves of absence including sick leaves are granted subject to the following conditions:

(a) Any employee on leave may return to work in line with their seniority before the expiration of their leave providing not less than seven (7) days notice is given to Management. The return within the seven (7) day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless they have a satisfactory reason.

(b) Any employee who fails to report for work within three (3) working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless they have a satisfactory reason.

(c) If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave.

57. Leave of Absence for Military Service

Any employee who enters either active or inactive training duty or service in the armed forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the period of such leave. Upon termination of such leave the employee shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event the employee will be offered such employment in line with their seniority as may be

available which they are capable of doing at the current rate of pay for such work, provided they meet the following requirements:

(a) Has not been dishonorably discharged.

(b) Is physically able to do the work.

(c) Reports for work within ninety days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one year.

The seniority of any employee who fails to report for work within the times specified in Paragraph 57(c) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.

As used in this paragraph "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

VACATION PAY ALLOWANCES

58. The vacation entitlement provisions of this section became effective January 1, 1994 and apply during the remainder of the term of this Agreement.

59. The eligibility date for vacation entitlement for all seniority employees is December 31st. Each "eligibility year" shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

(a) Employees shall become eligible for vacation entitlement as hereinafter defined, provided they have at least one (1) year of seniority as of December 31 of the eligibility year and have worked during at least thirteen (13) pay periods during the eligibility year. Without modifying or adding to any other provision of the Vacation Entitlement Section, an employee who has seniority but has not acquired one year's seniority as

of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation pay.

(b) In determining the number of pay periods an employee shall have worked in the eligibility year, the employee shall be credited with one pay period for each pay period in which the employee performs work in any Delphi Corporation plant during that year.

For the purpose of this Vacation Entitlement Section only, a pay period during which an employee qualifies for pay pursuant to Paragraphs 60 through 65 for holidays falling within the Christmas holiday period, Paragraph 74, Paragraph 75, or the Independence Week Shutdown shall be counted as a pay period worked. A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked.

(c) An eligible employee who has worked at least 26 pay periods in the eligibility year shall be entitled to the following vacation entitlement:

For an Eligible Employee with Seniority of	Hours of Vacation Entitlement
One but less than three years	80
Three but less than five years	100
Five but less than ten years	120
Ten but less than fifteen years	140
Fifteen but less than twenty years	160
Twenty or more years	200

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(d) An eligible employee shall be entitled to a percentage of vacation entitlement shown in Paragraph 59(c) based on the number of pay periods the employee works in the eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Hours of Vacation Entitlement
26	100 %
25	96 %
24	92 %
23	88 %
22	84 %
21	80 %
20	76 %
19	73 %
18	69 %
17	65 %
16	61 %
15	57 %
14	53 %
13	50 %

(e) An eligible employee who, at the time of the eligibility date, has not used the entire vacation entitlement provided for in Paragraph 59 (c) shall receive a payment in lieu of vacation time off for the unused portion at the rate established in accordance with (1) below:

(1) Vacation time off payments will be calculated on the basis of the employees regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation Entitlement will be calculated on the basis of the employees rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the

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last day worked prior to December 15, whichever produces the higher rate.

- (2) Payment of the unused portion, if any, of the employees' vacation entitlement, shall be made as soon as possible but not later than thirty (30) days after the eligibility date.
- (f) Eligible employees may use 40 hours of their vacation entitlement during the eligibility year provided their absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving Sickness and Accident benefits), or personal business, or a leave of absence for vacation purposes.
- (g) Employees who retire or are retired under the provisions of the Delphi Corporation Hourly Rate Employees Pension Plan shall receive vacation entitlement in accordance with Paragraph 59(d) if the employee has worked at least 13 pay periods in the eligibility year in which they retire or one twenty-sixth (1/26) of the vacation entitlement provided for in Paragraph 59 (c) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they retire.
- (h) Employees who are placed on or return from a Leave of Absence for Military Service pursuant to the provisions of Paragraph 57, shall receive vacation entitlement in accordance with Paragraph 59(d) if the employee has worked at least 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service, or one twenty-sixth (1/26) of the vacation entitlement provided for in Paragraph 59(c) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service.
- (i) Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work

during the period of compensable disability, provided they worked during at least one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

- (j) In the case of an employee who has worked during at least 13 pay periods in the eligibility year and who voluntarily quits or dies prior to the eligibility date, the vacation entitlement to which the employee would have been entitled, based on the number of pay periods worked, shall be paid to the employee or in the event of death, the employee's duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.
- (k) The vacation entitlement of an employee who holds seniority in two or more Delphi Corporation plants will be computed on the basis of the longest seniority held as of the eligibility date.
- (l) In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year and who retires during the next eligibility year under the provisions of the Delphi Corporation Hourly Rate Employees Pension Plan before returning to work, the retirement, for the purpose of this Vacation Entitlement Section only, shall be deemed to have occurred as of the day following the employee's last day worked.
- (m) When a person is transferred into a bargaining unit covered by this Agreement the amount of vacation entitlement the employee may become eligible for shall be reduced by the amount of any paid vacation or pay in lieu of taking vacation which the employee has already received from the Corporation for the same eligibility year.

(n) During each year of the Agreement, the Corporation has designated the following days to be included in an Independence Week Shutdown period:

2004

Tuesday, July 6 Independence Week Shutdown Day
Wednesday, July 7 Independence Week Shutdown Day
Thursday, July 8 Independence Week Shutdown Day
Friday, July 9 Independence Week Shutdown Day

2005

Tuesday, July 5 Independence Week Shutdown Day
Wednesday, July 6 Independence Week Shutdown Day
Thursday, July 7 Independence Week Shutdown Day
Friday, July 8 Independence Week Shutdown Day

2006

Monday, July 3 Independence Week Shutdown Day
Wednesday, July 5 Independence Week Shutdown Day
Thursday, July 6 Independence Week Shutdown Day
Friday, July 7 Independence Week Shutdown Day

2007

Monday, July 2 Independence Week Shutdown Day
Tuesday, July 3 Independence Week Shutdown Day
Thursday, July 5 Independence Week Shutdown Day
Friday, July 6 Independence Week Shutdown Day

(o) During February of each year, the local Management will notify the Shop Committee of its decision to schedule the week before or the week after the Independence Week Shutdown period as a Plant Vacation Shutdown Week. In addition, during February of each year, the local Management will notify the Shop Committee which operations, if any, will be scheduled to operate during the Independence Week Shutdown Period and which operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week. Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

(p) Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided:

(1) The employee has seniority in any Delphi Corporation plant as of the date of each of the Independence Week Shutdown Days,

(2) The employee is on the active rolls and would otherwise have been scheduled to work if it had not been observed as an Independence Week Shutdown Day,

(3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

(q) Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day.

(r) Employees who are scheduled to work during the Independence Week Shutdown Period, including the Independence Day holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu

of the Independence Week Shutdown Period pay for each day worked provided:

- (1) The employee has seniority in any Delphi Corporation plant as of each day of the Independence Week Shutdown Period,
 - (2) The employee is scheduled to report for work during any of the days, and
 - (3) The employee reports for and performs such scheduled work on those scheduled days or is absent pursuant to the provisions of Paragraphs (74) or (75).
- The Addition Time Off will be scheduled in accordance with local plant practice.

(s) Eligible employees who, as of the next eligibility date, have not used their entire Additional Time Off, shall be paid the unused portion in accordance with Paragraphs 59(e)(1) and 59(e)(2).

(t) Management at each plant will establish a procedure whereby employees may make application in writing for vacation time off. If a Plant Shutdown is scheduled, the dates of such shutdown are to be included in the employee's vacation schedule.

(u) Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown, will not thereafter be canceled or changed without the mutual consent of Management and the employee. If an employee's approved vacation time off scheduled for a Plant Vacation Shutdown is canceled or changed, the employee may reschedule their vacation.

(v) An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown week, shall use any available Vacation Entitlement hours starting with the first day of the Plant Vacation Shutdown week and will be placed on a

leave of absence for vacation purposes for the balance of the Plant Vacation Shutdown week. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

(w) An eligible employee who has approved vacation time off in accordance with Paragraph 59(t), either through individual vacation scheduling or a scheduled plant vacation shutdown, shall receive their vacation pay, up to the amount of their approved time off, in the pay period following the pay period in which the approved vacation time off is taken. An employee may elect to waive this provision by submitting an application at least two (2) days prior to the approved time off. Upon receipt of the application, payment of the specified Vacation Entitlement will be made pursuant to the provisions for payment of an unused balance in Paragraphs 59(e)(1) and 59(e)(2).

(x) The Corporation will deduct from earnings subsequently due and payable the amount of any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.

(y) An employee who has at least two (2) years' seniority as of their last vacation eligibility date may apply for forty (40) hours of advance vacation pay. Such payment will be calculated in accordance with Paragraph 59(z) and will be paid in the pay period immediately preceding the approved vacation period provided:

- (1) The employee has an approved vacation time off application pursuant to Paragraph 59(t);
- (2) The employee is eligible for vacation entitlement pursuant to Paragraph 59(c) that is at least equal to the amount of vacation requested;

- (3) The advance payment cannot be requested for consecutive vacation weeks, and can only be requested for an entire pay period;
- (4) The employee makes application for the advance vacation payment, in writing, at least two (2) weeks prior to payment of the advancement, and
- (5) The employee takes the vacation time off. Once the advance vacation is approved, the employee will not be permitted to cancel the vacation time off.

(2) Advance vacation pay paid pursuant to Paragraph 59(v) will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, at the time the application for advance vacation pay is processed.

60. Holiday Pay

Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

First Year

December 24, 2003
December 25, 2003
December 26, 2003
December 29, 2003
December 30, 2003
December 31, 2003
January 1, 2004
January 2, 2004
January 19, 2004, Martin Luther King, Jr. Day

Christmas
Holiday
Period

April 9, 2004, Good Friday
April 12, 2004, Day after Easter
May 28, 2004, Friday before Memorial Day
May 31, 2004, Memorial Day (or two other such

holidays of greater local importance which
must be designated in advance by mutual
agreement locally in writing.)

July 5, 2004, Independence Day (Observed)
September 6, 2004, Labor Day

November 2, 2004, Federal Election Day
November 15, 2004, Veterans' Day (Observed)
November 25, 2004, Thanksgiving
November 26, 2004, Day After Thanksgiving

Second Year

December 24, 2004
December 27, 2004
December 28, 2004
December 29, 2004
December 30, 2004
December 31, 2004
January 17, 2005, Martin Luther King, Jr. Day
March 25, 2005, Good Friday
March 28, 2005, Day after Easter
May 27, 2005, Friday before Memorial Day
May 30, 2005, Memorial Day (or two other such

Christmas
Holiday
Period

holidays of greater local importance which
must be designated in advance by mutual
agreement locally in writing.)
July 4, 2005, Independence Day
September 5, 2005, Labor Day
November 8, 2005, Local Election Day
November 14, 2005, Veterans' Day (Observed)
November 24, 2005, Thanksgiving
November 25, 2005, Day after Thanksgiving

Third Year

December 26, 2005
December 27, 2005
December 28, 2005
December 29, 2005
December 30, 2005
January 2, 2006
January 16, 2006, Martin Luther King, Jr. Day
April 14, 2006, Good Friday
April 17, 2006, Day after Easter
May 29, 2006, Memorial Day (or one other such

Christmas
Holiday
Period

holiday of greater local importance which must be designated in advance by mutual agreement locally in writing).

July 4, 2006, Independence Day
September 4, 2006, Labor Day
November 7, 2006, Federal Election Day
November 13, 2006, Veterans' Day (Observed)
November 23, 2006, Thanksgiving Day
November 24, 2006, Day after Thanksgiving

Fourth Year

December 25, 2006, Christmas
December 26, 2006, Holiday
December 27, 2006, Period
December 28, 2006
December 29, 2006
January 1, 2007
January 15, 2007, Martin Luther King, Jr. Day
April 6, 2007, Good Friday
April 9, 2007, Day after Easter
May 28, 2007, Memorial Day (or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing).

July 4, 2007, Independence Day
September 3, 2007, Labor Day

Providing they meet all of the following eligibility rules unless otherwise provided herein:

- (a) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

- (c) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

- (d) Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the one holidays in the Christmas holiday period which follow or precede such scheduled work day.

- (e) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holidays.

- (f) In order for employees to have maximum time off during the Christmas Holiday Period, employees will only be scheduled to work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations:

Saturday, December 27, 2003
Sunday, December 28, 2003
Saturday, January 3, 2004
Sunday, January 4, 2004

Saturday, December 25, 2004
Sunday, December 26, 2004
Saturday, January 1, 2005
Sunday, January 2, 2005

Saturday, December 24, 2005
Sunday, December 25, 2005
Saturday, December 31, 2005
Sunday, January 1, 2006

Saturday, December 23, 2006
Sunday, December 24, 2006
Saturday, December 30, 2006
Sunday, December 31, 2006

Employees shall not be disqualified for holiday pay if they do not accept work on such days. This does not apply to employees on necessary continuous seven-day operations.

61. A seniority employee who has been laid off in a reduction of force (except as provided below), or who has gone on sick leave, on leave of absence for military service, or on a Leave for Family and Medical Reasons, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

A seniority employee who works in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, or a seniority employee who is laid off in a reduction in force during the first, second or third work week prior to or during the work week in which the Christmas Holiday Period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

A seniority employee who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.

62. An employee who has been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay

under these Holiday Pay provisions, for a specified holiday falling within the period of such layoff providing the employee meets all the following eligibility rules:

- (a) The employee has seniority as of the date of the holiday.
- (b) The employee is ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.
- (c) The employee returns to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.
- (d) The employee works the first day they are scheduled to work following the holiday.

63. When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

When one of the above holidays falls within an eligible employee's approved vacation period, or during a period in which they receive jury duty pay pursuant to Paragraph 74 of this Agreement, and the employee is absent from work during their regularly scheduled work week because of such vacation or jury duty, the employee shall be paid for such holiday.

When an eligible employee is on an approved leave of absence and returns to work following the holiday, but during the week in which the holiday falls, the employee shall be eligible for pay that holiday. An eligible employee whose leave of absence terminates during the Christmas holiday period, and who reports for work on the next scheduled work day after the Christmas holiday period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the Christmas holiday period.

64. Except as provided below, employees eligible under these provisions shall receive eight (8) hours pay for each of the holidays

The Corporation will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

WAGES

67. It is understood that the local Wage Agreement consists of the wage scale by job classifications, as agreed between the parties and any negotiated wage agreement or additions thereto.

(a) General Increases

Effective September 19, 2005 and September 18, 2006, each employee covered by this agreement shall receive a wage increase in their straight time hourly wage rate (exclusive of Cost of Living Allowance and Shift Premium) in accordance with the following table:

Straight Time Hourly Wage Rates*	Wage Increases
25.25 - 25.74	51¢
25.50 - 26.83	77¢
29.75 - 30.24	60¢
30.50 - 30.83	92¢

Effective December 7, 2003, each employee in a skilled trades job classification shall receive a tool allowance adjustment of thirty cents (30¢) per hour added to the base rate.

(b) Performance Bonus Payments

The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus

specified in Paragraph 60, computed at their regular straight time hourly rate exclusive of overtime premium.

An eligible employee shall have the night shift premium rate which attached to the straight time hours on their last straight time day worked preceding the holiday included in the computation of holiday pay paid pursuant to this paragraph.

65. Employees who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.

In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.

66. It is the purpose of the Holiday Pay provisions in Paragraphs 60 through 65 of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay.

If, with respect to a week included in the Christmas holiday period, an employee supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which they would not have been entitled if their Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Corporation the lesser of the following amounts:

- (1) An amount equal to their Holiday Pay for the week in question, or
- (2) An amount equal to either the unemployment compensation paid to the employee for such week or the unemployment compensation which would have been paid to the employee for such week if it had not been a waiting period.

payment will be made to each eligible employee in accordance with the following table:

<u>Eligibility Date</u>	<u>Amount</u>	<u>Payable During Week Ending</u>
September 20, 2004	Three percent (3%) of Qualified Earnings	October 17, 2004

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided an employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay periods in which each designated eligibility date falls.

Qualified Earnings, as used herein, are defined as income received by an eligible employee from Delphi Corporation during each designated Performance Bonus eligibility year resulting from the following:

Hourly Base Wages*
COLA*
Shift Premium*
Vacation Entitlement
Holiday Pay
Independence Week Shutdown Pay
Bereavement Pay
Jury Duty Pay
Apprentice Pay
Call-In Pay
Short Term Military Duty Pay
Back pay awards related to the designated eligibility year.

*Including overtime, Saturday, Sunday and Holiday premium payments.

An employee who retires during the Performance Bonus eligibility year and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Performance Bonus.

In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if the employee were seniority employees on their Qualified Earnings during the eligibility year as defined above. Such Performance Bonus shall be paid to their duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of such persons as the Corporation in its discretion may determine.

68. Cost of Living Allowance

(a) Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs 68(d) and 68(e).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

(b) The Cost of Living Allowance provided for in Paragraph 68(a) shall be added to each employee's hourly wage rate and will be adjusted up or down, as provided in Paragraph 68(d) and 68(e).

(c) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (current series), (CPI-W) (for all items, less medical care, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984=100).

(d) Effective with the date of this Agreement, \$2.00 shall be deducted from the \$2.17 Cost of Living Allowance in effect immediately prior to that date and \$2.00 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date, for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment	Based Upon Three-Month Average of Consumer Price Index for:
First pay period beginning on or after March 1, 2004 and at three-calendar month intervals thereafter to <u>June 4, 2007</u>	November, December, 2003 and January, 2004 and at three-calendar month intervals thereafter to February, March, April, 2007

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 174.12 provide the basis for a reduction in the wage scale by job classification.

(e) The amount of the Cost of Living Allowance shall be seventeen (\$0.17) cents per hour effective December 1, 2003 and ending February 29, 2004. Effective March 1, 2004 and for any period thereafter as provided in Paragraph 68(a) and 68(d) the Cost of Living Allowance shall be in accordance with the following table:

Three Month Average Consumer Price Index	Cost of Living Allowance
174.12 or less	None
174.13 - 174.20	1¢ per hour
174.21 - 174.28	2¢ per hour
174.29 - 174.36	3¢ per hour
174.37 - 174.44	4¢ per hour
174.45 - 174.53	5¢ per hour
174.54 - 174.61	6¢ per hour
174.62 - 174.69	7¢ per hour
174.70 - 174.77	8¢ per hour
174.78 - 174.85	9¢ per hour

And so forth in accordance with the Letter of Understanding signed by the parties.

For each adjustment during the fifteen three-month periods beginning December 1, 2003, and ending on June 7, 2007, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of increase so required each three month period shall be reduced by two cents (2¢), or by the amount of the increase, whichever is less.

Following the adjustment for the three-month period beginning June 4, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 4, 2007.

(f) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay and short term military duty pay.

(g) In the event the appropriate, official indexes have not been issued on or before the beginning of one of the pay periods referred to in Paragraph 68(d), any adjustments in the Cost of Living Allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

(h) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Combined Consumer Price Index for any month or months specified in Paragraph 68(d).

(i) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the applicable official monthly Consumer Price Indexes in their present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.

STRIKES AND STOPPAGE

69. It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

70. During the life of this Agreement, Management will not lock out any employee until all of the bargaining procedure, as outlined in this Agreement, has been exhausted and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule, until after negotiations have continued for at least five (5) days at the third step of the Grievance Procedure. In case a lock out shall occur, the Union has the option of canceling the Agreement at any time between the tenth (10th) day after the lockout occurs and the date of its settlement.

71. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no other case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five (5) days at the third step of the Grievance Procedure and not even then unless authorized by Local 663, International Brotherhood of Electrical Workers and written notice of such intention to authorize has been delivered to Management at least five (5) working days prior to such authorization. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket any of the Company's plants or premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Life and Disability Benefit Program, Health Care Program, Employee Stock Ownership Plan, Guaranteed Income Stream Benefit Program or Profit Sharing Plan, or Personal Savings Plan; nor will the Union authorize such a strike, stoppage or picketing. In case a strike or stoppage of production shall occur, the Company has the option of canceling the Agreement at any time between the tenth (10th) day after the strike occurs and the day of its settlement.

The Company reserves the right to discipline any employee taking part in any violation of this Section of the Agreement.

DISCIPLINARY LAYOFFS AND DISCHARGES

72. Any employee who has been disciplined by a suspension, layoff or a discharge will be furnished a brief written statement advising the employee of their right to representation and describing the misconduct for which the employee has been suspended, laid off or discharged. Thereafter, the employee may request the presence of

NOTES

WAGE AGREEMENT

This Agreement is entered into this 11th day of March, 2004, between the Management of Delphi Electronics & Safety, Milwaukee Operations, Delphi Corporation, hereinafter referred to as Management, and the Shop Committee of Local 663, IBEW, hereinafter referred to as the Union.

The base rates listed herein shall be effective in accordance with Paragraph 67(a), 67(b), and 68(d) of the agreement.

I. HIRING RATES

A. Employees will be hired in skilled trades classifications having merit spreads at a rate not lower than the minimum of the merit spread. However, new employees hired into non-skilled classifications on or after the effective date of the Agreement, who do not hold a seniority date in any Delphi plant, shall be hired at a rate equal to seventy percent of the maximum base rate of the job classification. Such employees will receive an automatic increase as follows:

75% of maximum base rate after expiration of 26 weeks
 80% of maximum base rate after expiration of 52 weeks
 85% of maximum base rate after expiration of 78 weeks
 90% of maximum base rate after expiration of 104 weeks
 95% of maximum base rate after expiration of 130 weeks
 100% of maximum base rate after expiration of 156 weeks

B. Seniority employees, upon recall from layoff, will be treated in the same manner as transferred employees in the establishment of their rate, as outlined in the applicable paragraph below.

C. Upon graduation, an apprentice will receive an increase, if retained, to the midpoint of the rate range for the skilled classification to which they are assigned. Such employee will be paid the rate of the classification after working as a journeyman for ninety (90) days.

II. RATES FOR TRANSFERRED EMPLOYEES

A. Transfer to a Higher Rated Classification.

When an employee is transferred to a higher rated classification, they will be transferred at their current rate or the hiring rate of the new classification, whichever is higher.

B. Transfer to an Equal or Lower Rated Classification.

Any employee who is transferred to a classification having the same or a lower rate, the employee's rate will remain the same or be set at the maximum rate for the classification, whichever is lower.

III. GENERAL PROVISIONS

A. All increases or decreases in rate shall be made effective at the beginning of the pay period (Monday), provided the employee has actually been transferred to the new classification on or before that date.

B. In order to establish a standard procedure covering the effective date of automatic rate increases, all such increases that would normally become effective on Monday, Tuesday or Wednesday of any given week shall be made effective on Monday of that week. All automatic increases that would normally become effective on Thursday, Friday, or Saturday of any given week shall be made effective on the following Monday.

C. For the purpose of applying the provisions of Section I.A. of this agreement, an employee will receive one week's credit toward acquiring the maximum base rate of the job classification provided the employee had worked in that given week. Credit will not be given for any week during which for any reason, the employee does not work, except as provided in Paragraph 53(c), when the Christmas Holidays consists of a full week, and the Independence Week Shutdown, provided the employee would otherwise have been scheduled to work. Notwithstanding other provisions of this Agreement, full weeks

of time lost for vacation during the Plant Vacation Shutdown Week, bereavement, military duty and Family Medical Leave Act, if the employee would otherwise have been scheduled to work, will be considered as time worked. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of weeks of employment.

IV. RATE SCHEDULE

CLASSIFICATION	12/7/03	9/19/05	9/18/06
Electrician-	29.70	30.30	31.22
Maintenance	29.90	30.50	31.42
			min.
			max.
Electronic	29.70	30.30	31.22
Instrumentation	29.90	30.50	31.42
Maintenance			min.
			max.
Cleaner-Electrical	25.25	25.76	26.53
Light Fixture			

This Agreement shall run concurrently and will be subject to the terminal provisions of the Collective Bargaining Agreement.

Local 663 International
Brotherhood of Electrical
Workers

Delphi Electronics & Safety,
Milwaukee Operations,
Delphi Corporation

R. Middleton
M. Socha
F. Rosiak
L. VanInthoudt

T. Wilimitis
M. Overland
C. Lukomski
R. Formaker
D. Daye

MEMORANDUM OF UNDERSTANDING

TUITION ASSISTANCE PLAN

During current negotiations, Delphi Electronics & Safety reaffirmed the necessity of providing active and laid-off workers opportunities for education and training. These efforts will enable them to either re-enter the work force or enhance their development. Accordingly, the parties agree to continue the Tuition Assistance Plan for all qualifying workers who wish to pursue further education and training. The plan is designed to help workers:

- * Who are laid off, improve their chances for re-employment
- * Or who are active, enhance their opportunities for advancement.

Under this Plan, qualified workers are able to receive assistance in the form of up front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan will permit workers to select virtually any type of vocational training or education, for their situation and goals, subjects to approval by Delphi Electronics & Safety.

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

The participant must be a represented Delphi Electronics & Safety worker on indefinite layoff, who has recall or rehire rights under the terms of the current Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes.

Schools

Acceptable schools are those approved by Delphi Electronics & Safety including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

Type of Assistance

The Plan will provide for tuition and fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$8400 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

SENIORITY AS OF DATE OF LAYOFF

*	1 to 3 Years	<u>\$6400</u>
*	3 to 4 Years	<u>\$7400</u>
*	4 Years or more	<u>\$8400</u>

The above specified amounts shall constitute an account upon which the worker may draw so long as the individual retains recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at Delphi Electronics & Safety, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total assistance to an employee exceed \$8400 in any four calendar year period.

TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility

The participant must be a represented Delphi Electronics & Safety worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Agreement. Also included are union officials on leave under the provisions of Paragraph 54 who are functioning in positions at Delphi Electronics & Safety. Additionally, the spouse or dependent children of a deceased, active employee will be entitled to:

Spouse

- Utilize the remaining balance of the employee's current Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.
- A one-time payment up to a maximum of \$300 of the remaining balance may be used for jointly approved financial counseling.

The benefit is not to exceed the maximum annual benefit allowed in each year following the employee's date of death.

Dependent Children

In the event that the decedent's spouse does not use this benefit, the dependent children of a deceased, active employee will be entitled to:

- Utilize the remaining balance of the employee's current year's Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

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Type of Assistance

The Plan will provide for tuition and/or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle individuals to those benefit levels specified below:

\$4,600 per year for courses at regionally accredited colleges or universities of which \$100.00 may be used for the purchase of books.

Advance Payment

Employees enrolled in college degree programs through accredited institutions, who exhaust their current year tuition eligibility, may utilize up to \$1000 of the following year's eligibility to cover the present or next semester eligible expenses. This advance payment is provided only in conjunction with courses or universities on a semester or quarterly basis and is not available for job related or personal enhancement classes. Advance payment of up to \$1000 will occur automatically when the employee's request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of Agreement, and does not expand total tuition assistance eligibility over the life of the present Agreement.

\$2,200 per year for other job related courses

\$1450 per year for courses not related to the employees current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others.

In no event shall the total of assistance to an employee exceed \$5,600 in a twelve month period. All courses are subject to approval by Delphi Delco Electronics Systems.

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Administration

The Plan will be administered by Delphi Electronics & Safety. The Union will be notified of changes in the administration of this plan

Local 663 International
Brotherhood of Electrical
Workers

Delphi Electronics & Safety,
Milwaukee Operations,
Delphi Corporation

R. Middleton
M. Socha
F. Rosiak
L. VanInthoudt

T. Wilimitis
M. Overland
C. Lukomski
R. Formaker
D. Daye

MEMORANDUM OF UNDERSTANDING
EMPLOYMENT SECURITY

The respective parties expressed a mutual commitment that Delphi Electronics & Safety employees receive a full measure of employment security, and mutual recognition that this measure of employment security can only be realized within a work environment which promotes operational effectiveness and provides for flexibility with regard to the assignment of employees. It further recognizes the need of the respective parties to encourage and support efforts to improve operational effectiveness.

It is therefore agreed that, IBEW Local 663 represented hourly employees in the active workforce with one or more years of service as of the effective date of the Agreement; and (a) employees in the active workforce with less than one year of service on the effective date of the Agreement who subsequently attain one year of service; (b) employees with one or more years of service who are recalled and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (c) employees with less than one year of service who are recalled and subsequently attain one year of service and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; or (d) employees newly hired after the effective date of the Agreement who attain three years of service will not be laid off except for:

1. Volume related declines attributable to market related conditions, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement.
2. Acts of God or other such reasons beyond the control of the Corporation;
3. The sale of a part of the Corporation's operations as an ongoing business;
4. The layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary;

5. The cessation of business at a Corporation facility that does not involve outsourcing;
6. Model change or plant rearrangement until the employee otherwise would have been recalled; or,
7. Displacement by a more seniority employee entering the active workforce.

Employees who, except for those events listed above, would otherwise be permanently laid off will be eligible for this treatment under this Memorandum. Employees who so qualify, may be: 1) placed in a training program; 2) used as replacements to facilitate the training of other employees; 3) placed on job openings at other Delphi locations; 4) given job assignments within or outside the bargaining unit which may be non-traditional; 5) placed in existing openings or given other assignments consistent with the purpose of this Memorandum.

Hours spent by employees on assignments specified in this Memorandum are not to be considered as compensated hours (paid from the Corporation) for the purpose of determining Corporate contributions to Individual Income Security Fund Account and therefore no contributions will be credited to such accounts for such hours.

In order to qualify under the terms of this Memorandum, employees must be willing to accept an offer of employment in their home unit or elsewhere within Delphi Corporation and must be willing to participate in developmental activities designed to prepare them to fill regular openings caused by attrition. Employees assigned pursuant to this Memorandum will be paid the regular straight time hourly rate for the classification they last held prior to being so assigned. If, after being assigned pursuant to this Memorandum, employees perform assignments identified as work associated with specific hourly rated job classifications, they will receive the established rate for such work consistent with the Local Wage Agreement.

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Notwithstanding the above, the Corporation may wish to authorize incentive programs for separation and retirement that may be offered by local management from time to time. The purpose of such programs is to encourage additional attrition and to minimize the need for layoffs.

This Memorandum will become effective on the effective date of the Splitter Unit Agreement and will remain in effect until the expiration of the Splitter Unit Agreement or December 31, 2007, whichever occurs first. However, this Memorandum shall not result in a Corporate financial liability which exceeds an amount equal to \$2,757,200. Earnings, including wages and wage related payments, received by employees as a result of this Memorandum will be charged against this maximum liability amount. The cost of benefits and other payments made or incurred on behalf of employees as a result of this Memorandum, specifically, health care (including dental and vision), group insurance, pensions, and FICA will be charged against this maximum liability. The cost of incentive programs to encourage separation or retirement will be excluded from calculating the cost of benefits to be charged against the maximum liability amount. In the event such a financial liability is reached, this Memorandum will be discontinued. Thereafter, to the extent that layoffs of such employees are required, the applicable provisions of the Splitter Unit Agreement shall apply.

This Memorandum will not be subject to the grievance procedure. Any unresolved complaints will be reviewed by the parties and settled expeditiously consistent with the intent and purpose of this Memorandum.

Local 663 International
 Brotherhood of Electrical
 Workers

R. Middleton
 M. Socha
 F. Rosiak
 L. VanInthoudt

Delphi Electronics & Safety,
 Milwaukee Operations,
 Delphi Corporation

T. Wiirmitis
 M. Overland
 C. Lukomski
 R. Formaker
 D. Daye

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SUBCONTRACTING

It is the policy of Delphi Electronics & Safety -Milwaukee Operations to perform maintenance or construction work, with its own employees, provided it has the manpower, skills, specialized tools, equipment and facilities to do so and can do the work competitively in quality, cost, and performance within the projected time limits. At times the company does not deem it advisable to do the work itself, and it must, as in the past, reserve the right to decide whether it will do any particular work with its own employees, or let the work to outside contractors. This letter in no way impairs Management's right to do so in any way.

Delphi Electronics & Safety assures the Union that it has no plans to change its policy and that it expects to continue to primarily rely on its own skilled trades employees to perform maintenance or construction work to the extent consistent with sound business practice, as in the past. It will continue to utilize its seniority employees to perform work which they have consistently, historically performed, under circumstances where it is reasonable and practical to do so. If the work is being contracted because of a shortage of available manpower, employees will be afforded daily and/or weekend overtime as long as work remains available and can be performed effectively, giving consideration to quality, cost, and performance. In such situations, it is expected that employees accept and work the additional overtime opportunities.

Employees of an outside contractor will not be utilized in plant to replace seniority employees on construction or maintenance work normally and historically performed by represented employees when the performance of such work involves the use of Company owned machines, tools, or equipment maintained by members of the bargaining unit. Management has no intention to lay off employees as a direct and immediate result of work being performed by any outside contractor on the plant premises.

It will likewise continue to utilize various available training programs, in conjunction with the Tuition Assistance program, to enhance the skills of employees to assist them in maintaining technical competence in our rapidly changing business environment.

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Delphi Electronics & Safety is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees, consistent with the competitive needs of the Company. Therefore, in making these determinations the Company intends to always keep the interests of Delphi Electronics & Safety employees in mind."

The foregoing does not affect the right of Delphi Electronics & Safety -Milwaukee Operations to continue arrangements currently in effect, nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

ADVANCE DISCUSSION OF SUBCONTRACTING

Management recognizes the Union's concerns regarding subcontracting and the desirability of providing advance notification to the Union. In all cases, except where time and circumstances prevent it, Management will hold advance discussion and provide advance written notice to the Union prior to letting a contract for the performance of maintenance and construction work, including service contracts. The written notice will include the type and duration of warranty work.

In order to meet this commitment, it is essential that all individuals responsible for generating potential subcontracting projects fully understand and comply with them. No work will be subcontracted to outside firms unless the proper procedures have been followed.

The following guidelines clarify Management's commitments:

1. Advance discussion with the appropriate Union representatives will take place when subcontracting is being contemplated. This will take place before an actual decision is made or contract is signed.
2. Information needed to hold meaningful discussions with the Union will be provided to the Maintenance Department representative responsible for conducting the discussion, as soon as

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: SENIORITY SLIPPAGE

Dear Randal:

During the current negotiations, Delco Electronics and the IBEW discussed the problem of "seniority slippage" under Paragraph 34(f) which inhibits bargaining unit employees from accepting temporary assignments to fill supervisory positions as vacation or sick leave replacements. It was recognized that in many instances, it would be of mutual benefit to the parties for these employees to function temporarily in such positions.

Accordingly, this letter is to confirm the agreement reached that the parties may mutually agree to suspend the application of Paragraph 34(f) of the Agreement to allow such temporary assignments without loss of seniority upon being transferred back to their job classification in the bargaining unit.

Very truly yours,

Timothy A. Willimits
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: TRAINING

Dear Randal:

During previous Negotiations, the Union expressed its deep concern that it was not receiving equitable treatment to that General Motors afforded the UAW in the area of training. Specifically, it referred to Management's unwillingness to establish a joint training fund, funded by cents-per-hour-worked contributions with expenditures being jointly determined.

While Management recognizes the necessity and desirability of providing Electricians and BIMM's with the training which is essential to remain functional in a rapidly changing field, a training fund of the type negotiated with the UAW would not provide substantial benefits to the Union because of the minimal number of employees. The "fund" would grow slowly and could easily be depleted by training of short duration or involving only few employees. The Union has acknowledged these administrative shortcomings.

As an alternative, Management provides this statement of its commitment to employee training. It assures the Union that it has in the past and intends to continue to budget funds for training represented employees. This budgeted amount exceeds the amount of money that would be accumulated in a training fund. If necessary, Management is prepared to exceed even this budgeted amount to provide employees with required job related skills. Training may consist of on-the-job cross training provided by other tradesmen, equipment maintenance familiarization, training on specific pieces of processing or test equipment or classroom or other types of theoretical, basic concepts, new technology, etc., subjects that may be

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appropriate or necessary for the development of a proficient maintenance work force.

In order to assure that training dollars are spent in the most practical, productive manner, a Trainer has been identified by the Union to assist Supervision in analyzing training needs, identifying the most effective method of providing the training, obtaining and/or developing training programs and the identification and scheduling of appropriate employees to receive the training. The Trainer may make recommendations on the feasibility and necessity of providing on-the-job training or making conveniently available training to be taken on the employees own time to supplement the Tuition Assistance Program, on subjects such as Networking, Communications Interfacing, Microprocessors, Software, new technology, testing and manufacturing methods, automation and robotics, semi-conductor and digital logic, hydraulic, pneumatics, State Electrical Code, etc.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: EDS WORK ASSIGNMENTS

Dear Randai:

During the 1993 Negotiations, the Union expressed concerns relative to the assignment of work by Electronic Data Systems (EDS), which the Union felt should have been assigned to the IBEW Bargaining Unit. In this regard, Delco Electronics agrees to reissue the B.P. Crane, Jr. letter dated February 20, 1986, the text of which is as follows:

"General Motors and Electronic Data Systems entered into a contractual agreement which defines the business relationship between the two entities. Under the terms of this agreement, EDS has assumed world wide responsibility for the management, operation, provision and maintenance of computer and information processing services, communication services and health care administration activities for GM. EDS remains and continues to be operated as an independent subsidiary of GM. It is also the intent of the parties that the GM User Organization continues to be the customer of EDS.

As such, it is of particular importance to bear in mind that EDS, under the terms of this business agreement, remains separate and distinct. It becomes, in part, our responsibility to offer assistance in the successful operation of this relationship. Specifically, this relates to our acknowledging the fact that EDS is not a party to our Agreement with the unions representing General Motors employees.

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: SALE OF BUSINESS

Dear Randal:

During these Negotiations, the Union requested that Management agree that any sale of an operation as an ongoing business would require the buyer to assume the 2003 Delphi Electronics & Safety - Milwaukee Operations-IBEW Local 663 Collective Bargaining Agreement. Delphi Electronics & Safety agreed to do so in the case of any such sale during the term of the 2003 Agreement.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: VACATION PAY ENTITLEMENT

Dear Randal:

This letter confirms our understanding that notwithstanding the actual contract language of paragraphs 58 and 59, the percentage of gross earnings calculation method for vacation pay will be used for calendar years 2004, 2005, 2006 and 2007 for active IBEW members at time of ratification. The provisions of paragraphs 58 and 59 will be applicable to any employees hired after January 1, 2004.

However, the parties have agreed that imputed income, Tuition Assistance or Dependent Scholarship Program payments, Disability Benefit payments, Profit Sharing payments, ISP contributions, and GIS Benefits are not included as gross earnings, in making the calculations in the future.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: SCHOLARSHIP PROGRAM FOR DEPENDENT
CHILDREN

Dear Randal:

During these Negotiations the parties agreed that the continuing education of school-aged dependent children was important. As a result, the parties have agreed to continue the DELPHI-IBEW Scholarship Program.

This program will be administered by the Training Department. Necessary administrative guidelines will be established to deliver the program and communicated to the Union. Modifications may be implemented by Management if required.

The Program will be administered based on the following parameters:

Eligibility: Dependent children of active IBEW represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. No IBEW represented employee's dependent will be eligible to receive a scholarship under this program, if they receive a scholarship under another Delphi or Delphi Electronics & Safety program or policy.

For purposes of this program, the definition of dependent children will be as follows:

An unmarried child of the employee or employee's spouse, by birth, legal adoption, or legal guardianship.

A child who resides with the employee as a member of the employee's household, or if not a member of the household the employee must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to a training institution, child in school)

A child who will not reach their 25th birthday by the end of the calendar year of the application.

Amount of Support: An annual voucher of up to a maximum of \$1,500 will be distributed directly to the recipient's educational institution for tuition and/or compulsory fees.

Funding: Expenditures under this program are limited to \$50,000 per calendar year. Applications will be honored based on the employee's plant seniority, except that no employee may receive a scholarship for more than one dependent unless all employee's with applicants receive a scholarship. Payments under this Program will be subject to applicable federal, state and local income tax provisions.

The Grievance Procedure set forth in the current Delphi Electronics & Safety -IBEW Agreement has no application to, or jurisdiction over, any matter related to the administration of this Program.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: COLA CALCULATION

Dear Randal:

This letter is to confirm certain agreements reached by Delphi Electronics & Safety and the IBEW regarding the calculation of the Cost of Living Allowance pursuant to Paragraph 68 in the Agreements Booklet.

The table in Paragraph 68(e) has been constructed to provide that 1¢ adjustments in the Cost of Living Allowance shall become payable, sequentially, for 0.08 0.08 0.08 0.08 0.08 and 0.09 change in the Index, and so forth, with that sequence of changes being repeated thereafter in the table so as to produce an average adjustment over time of 1¢ for each 0.08159 change in the Index.

If the Union claims that Delphi Electronics & Safety calculations in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may pursue such claim with the Manager of Industrial Relations.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: UP-FRONT LUMP SUM PAYMENT

Dear Randal:

During the current negotiations, the parties agreed to provide an up-front lump sum payment of \$3,000 to each eligible employee who is represented by the Union. Such payment will be made in the second pay period following receipt by Delphi Electronics & Safety of written notification of ratification of the Agreement. Eligible employees who are represented by the Union are defined as those whose status with Delphi Electronics & Safety on the effective date of this Agreement is one of the following:

Active

In protected status;

On temporary layoff status;

On one of the following leaves of absence not greater than ninety (90) days:

Informal (Paragraph 51)

Formal (Paragraph 52)

Sickness and Accident (Paragraph 53)

Pursuant to Family and Medical Leave Act

Military (Paragraph 57)

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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March 11, 2004

Mr. R. A. Middleton
President/Business Manager
Local 663, IBEW
W233 S6825 Chateau Lane
Big Bend, WI 53103

SUBJECT: PLANT CLOSING AND SALE MORATORIUM

Dear Randal:

In the collective bargaining between Delphi Corporation and the UAW International Union, Management agreed that during the term of the 2003 Collective Bargaining Agreement, which expires on September 14, 2007, it will not close, nor partially or wholly sell, spin-off, split-off consolidate, or otherwise dispose of in any form, any plant, asset, or business unit of any type, beyond those that have already been identified, as constituting a bargaining unit under the Agreement.

This letter is to confirm our understanding that the employees represented by the IBEW are also covered under these provisions. This understanding only extends until September 14, 2007. It is also with the understanding that if an agreement is reached between the UAW and Delphi to waive these provisions for some reason, such waiver would also affect the IBEW bargaining unit. If such circumstances are being considered or discussed they will also be discussed in advance with the appropriate IBEW Representatives.

Further, it is also understood that conditions may arise that are beyond the control of the Company, such as acts of God, that make compliance with this commitment impossible. Should such conditions occur, the Company will review both the conditions and their impact on the plant, with the Union.

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Should it be necessary to close the plant, Management will contact the appropriate Corporate representatives to identify potential methods of attempting to redeploy employees to other locations, consistent with the provisions of any other collective bargaining agreements.

Very truly yours,

Timothy A. Wilimitis
Manager, Labor Relations
Delphi Electronics & Safety
Milwaukee Operations

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Exhibit E

2003

AGREEMENT BETWEEN

DELPHI CORPORATION

COLUMBUS OPERATIONS

AND THE

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL 18-S

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Operating Engineers Agreement

This agreement entered into this 1 day of October 2003 between the Columbus Operation of Delphi Thermal and Interior, Herein after referred to as the Company, and the International Union of Operating Engineers, Local No. 18-S, Affiliated with the A.F.L.-C.I.O., hereinafter referred to as the Union, supersedes the agreement of October 1,1999 and all supplements thereto which are hereby terminated.

Purpose

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business.

Article 1 – Recognition

The Company recognizes the Union as the exclusive representative of all employees in the Powerhouse, exclusive of the Chief Engineer, clerical, and all supervisory employees.

The Union and the Company agree that neither party to this Agreement will interfere with, restrain, intimidate, coerce, or discriminate against employees because of membership or non-membership lawful activities in the Union. The Union further agrees that there shall be no solicitation of employees for Union membership or dues on Company time.

It is the policy of Delphi Corporation and the IUOE that the provision of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, age, sex or national origin. Any claim of violation of this policy may be taken up as a grievance, provided that any such claims must be supported by written evidence by the time it is presented by the Business Representative/Chief Steward at a meeting with Management.

Article 2 – Union Security

All employees covered by this Agreement thirty (30) calendar days after the date of the execution of this Agreement, shall become members of the Union and shall maintain their membership in good standing during the term of this Agreement as a condition of continued employment. For the purpose of this Agreement, a member shall be considered in good standing if they have paid their current month's dues. In the interest

of maintaining a stable workforce, the Union shall notify the Company of any member's delinquency in dues at least five (5) calendar days before requesting a discharge under the terms of this Article, in order to permit the assistance of the Company in resorting such delinquent member to good standing.

Article 3 – Check Off Authorization

On the first payroll of each month, the Company shall deduct from the pay of each member of the Union who has authorized such deduction, such monthly Union dues as the Union's constitution and bylaws provide. On the first payroll of the month following the completion of thirty (30) calendar days' employment, the Company shall deduct from the pay of new members of the Union who have authorized such deduction, such Union initiation fee as the Union's constitution and bylaws may provide. Such individual authorizations shall be in writing on a form provided for that purpose and be irrevocable for a period of one (1) year from the date thereof, or until the termination of this Agreement, whichever occurs sooner, subject to applicable Federal or State laws or regulations. All moneys so deducted by the Company shall be transmitted to the person designated by the Union to receive such moneys before the end of the month in which such deductions are made. The Union shall furnish to the Company a certificate showing the name and address of the duly authorized official of Local Union No. 18 –S to whom such moneys shall be transmitted.

Article 4 – Negotiations Committee

The Union Steward and one member may be designated as representative of the group for negotiating purposes. The Company agrees to pay these employees at their regular straight time rate of pay whenever they are called into conference or negotiations by the Company. It is understood that the duties of these representatives shall not interfere with their schedules of work or with the routine work of any other plant employees, except in cases approved by a duly authorized representative of the Company.

Article 5 – Grievance Procedure

Any employee having a grievance shall first take it up with their immediate supervisor who will attempt to adjust it. If the grievance is not adjusted, it shall be reduced to writing, signing by the employee and submitted to the supervisor in charge of the department.

The Union Business Representative and/or the Chief Steward may then take the grievance up with the Plant Manager, or a designated representative, who will attempt to resolve the grievance and render a written decision within one week following said

meeting. If the parties are unable to satisfactorily adjust the grievance, both the Union and the Company will prepare a complete written Statement of Unadjusted Grievance setting forth all facts and circumstances surrounding the grievance. The Union and the Company will exchange these written statements within fifteen (15) working days after receipt of the Company's decision, unless this time is extended by mutual agreement in writing for any specific case.

Within thirty (30) days after the date of exchange of statements, or any mutually satisfactory extension of this time, the matter in dispute may be appealed to a mutually agreed upon Arbitrator. The fees and expenses of this Arbitrator shall be borne one-half by the Company and one-half by the Union. All cases shall be presented to the Arbitrator in the form of a written brief prepared by each party, setting forth the facts and its positions, and the arguments in support thereof. The written briefs will be exchanged at the time of Arbitration.

The Arbitrator shall have no power to rule on any issue or dispute arising under the Pension Plan, Life and Disability Benefits Program, Health Care Program, Personal Savings Plan or Income Security Plan, Guaranteed Income Stream Benefit Program, Profit Sharing Plan, or the Waiver Section. The Arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement. The Arbitrator's decision shall be final and binding upon both parties.

Article 6- Seniority

The transferring of employees is solely the responsibility of Management subject to the following sub-paragraphs. The provision of this paragraph shall be applied without discrimination because of race, religion, color, age, sex, disability, or national origin, so that equal employment opportunity will be afforded to all employees.

This Paragraph will be openly displayed in such a manner that it may be reviewed by the employees so that they will be aware of transfer and promotional opportunities that may become available to them and the procedure for expressing their desires. All classifications and their rates of pay will also be openly displayed so that employees will be aware of transfers and promotional opportunities that may become available to them.

A- Employees who desire advancement to higher paid classification may make application to their supervisor or the Personnel Department on forms provided by the Corporation on which they may state their qualifications and experiences.

A1- Thereafter, as opening occur, selection for the promotion will be from among such applicants who have applied at least two (2) weeks in advance of the opening in question, and where ability, merit, and capacity are equal, the applicant with the longest seniority will be given preference.

- B- If the settlement of a grievance alleging violation of this Paragraph is on the basis that a different employee should have been promoted, that employee will receive the difference in wages earned (exclusive of earnings received for overtime hours which they worked but were not worked by the employee improperly promoted to the higher rate job) and the wages they would have earned had they been promoted effective on the date of the grievance.
- C- It is understood and agreed that employees will remain on the shifts to which they have been assigned without change unless a vacancy is created, or there is reduction or increase in force, except as a result of temporary moves made under sub-section (D) of this section. In the event a Powerhouse employee is returned to a lower classification, they shall take the shift which is left vacant after those currently in said lower classification have obtained the shift of their choice in accordance with their seniority entitlement.
- D- It is agreed that consideration will be given to Powerhouse employees who have the same classification and who desire, temporarily, to trade shifts during the work week for their convenience. The final decision rests solely with the supervisor.

It is understood and agreed that the Company will be relieved of any obligation to pay time and one-half or double time due to cycle time because of such trades in shift. It is also agreed that where such moves are made there must be at least an eight-hour gap between each employee's work period on two shifts in the interest of safety and efficiency.

It is further understood that in those instances where shifts are traded as described above, the period involved must not exceed sixty (60) days. If an employee refuses to return to their regular shift following sixty days, necessary adjustments will be made based upon the relative seniority of the employees concerned.

Employees with less than six months continuous service with the Company shall be classified as probationary employees and shall have no seniority rights. However, after completion of six months continuous services, an employee's seniority will date back six months from the date seniority is acquired.

Seniority shall be broken for the following reasons:

- A- If the employee quits.
- B- If the employee is discharged.
- C- If the employee is absent for three working days without properly notifying Management, unless a satisfactory reason is given for not notifying Management.
- D- If the employee fails to return to work within five working days after being notified to report for work and does not give satisfactory reason for not returning.

E- If the employee is laid off for a continuous period equal to the seniority they had acquired at the time of such layoff period, or, in the case of an employee with less than one (1) year of seniority, eighteen (18) months or, in the case of an employee with one (1) or more years of seniority, thirty six (36) months whichever is longer; shall retain a right to be rehired in accordance with the seniority the employee had acquired at the plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the plant, pursuant to this Paragraph, shall have their new seniority date adjusted by adding an amount equal to the seniority they had acquired at the plant as of such last day worked.

F- Retirement as follows:

- 1- An employee who retires, or who is retired under the terms of the Pension plan, shall cease to be an employee and shall have their seniority canceled.
- 2- An employee who has been retired on a Total and Permanent Disability Pension and who thereby has broken their seniority in accordance with sub-section (1) above, but, who recovers and has their pension discontinued, shall have their seniority reinstated as though they had been on a sick leave of absence during the period of their disability retirement; provided, however, if the period of their disability retirement was for a period longer than the seniority they had at the date of retirement, they shall, upon the discontinuance of their disability pension, be given seniority equal to the amount of seniority they had at the date of such retirement.
- 3- If an employee retired for reasons other than total and permanent disability, who has lost seniority in accordance with sub-section (1) above is rehired, such employee will have the status of a new employee and without seniority, and they shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provision governing Holiday Pay and Vacation Pay.

G- When an employee accepts a per diem assignment. That employee may only perform that assignment for one year without losing their IUOE seniority. Thereafter, that employee will only be able to return to the bargaining unit as a New Hire.

H- It is the responsibility of the employee to keep the Company informed at all times of their correct address.

Article 7- Employees Transfer and Overtime rights.

A. Current practice will continue. No transfers will be permitted, unless a permanent opening exists.

- B. 1. Company seniority shall be used for calculating vacation and retirement.
- 2. Power House seniority shall be used for determining shift selection, layoffs, and recalls from layoffs or transfers.
- C. Permanent openings will be posted.

If a permanent opening occurs in the Operating group, Power House Repair/ Utility will be able to apply for permanent opening in the Operating group after all others in Operating group have bid. At the next schedule change, Power House seniority will apply for transferred utility repairmen.

Article 8- Call-In Pay

An employee called to work or permitted to come to work without having been properly notified that there will be no work shall receive a minimum of four hours pay at the regular hourly rate, except in case of labor dispute or other conditions beyond the control of the Company.

Article 9 Call-In Vacation Request

Called in vacation request or absences for P/H Shift Engineers.

- A. Bargaining unit employees in the same job assignment will be given first consideration.
- B. The bargaining unit employee on the same job assignment of the current shift will be asked to work 4 hours over. The bargaining unit employee in the same job assignment of the following shift will be asked to come in 4 hours early.
- C. If the bargaining unit employee on the same job assignment of the current shift cannot work over, the remaining bargaining unit employees on that shift will be asked in seniority order.
- D. If the bargaining unit employee on the same job assignment of the following shift can not come in early or can not be reached, the remaining bargaining unit employees on that shift will be called in seniority order.
- E. If a bargaining unit employee on the same job assignment is on a scheduled day off, that bargaining unit employee will be called to come in to cover the absence.
- F. After all above procedures are exhausted, the remaining bargaining unit employees will be offered the overtime on a seniority basis.

- G. If all above guidelines are exhausted and no bargaining unit employees are available for Engine Room coverage, the Salary Engine Room operator can be used to cover the absence.

Scheduled vacation coverage for P/H shift Engineers.

1. Two days or less- Bargaining unit employee on same job assignment of previous shift will work over 4 hours. Bargaining unit employee in same job assignment of the following shift will be called in 4 hours early.
2. Three or more days- All employees in the same job assignment, including the salary operator, will be asked to work their scheduled days off as required to cover the vacation period.
3. If an employee is on vacation and calls to request additional time off, and that request is granted, it will be considered a continuation of the vacation coverage

Article 10- Working Hours

For the purpose of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.

Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which they are assigned.

Article 11- Straight time

- A- For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.
- B- For the first forty hours worked in the employee's working week, less all time for which daily, Saturday, Sunday, or holiday overtime has been earned.
- C- For time worked during regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

Article 12- Time and One-Half

- A- For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.
- B- For time worked in excess of forty hours in the employee's working week, less all time for which daily Saturday, Sunday, or holiday overtime has been earned.
- C- For time worked on any shift which starts on Saturday.

Article 13- Double Time

For time worked during the first eight (8) hours worked on any shifts that start on Sunday and on each holiday specified in Article 24 Paragraph A: for time worked on the calendar Sunday or specific holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight (8) hours on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

Article 14 – Overtime Pay Exceptions

Management will utilize a six-day work cycle during the winter schedule (starting the last Monday in October through the middle of April). A summer Maintenance Engineer #3 will be assigned to work Tuesday through Saturday during the summer schedule to assist in Saturday's coverage. 2nd shift supervisors will have the right to work the 6th day of the Winter Schedule.

Management will use Article 14 and all subparagraphs of the Local Contract for calculation and interpretation for all overtime payments eliminating employees selecting their first day off as time-and –one half and the second day off as double time. Time off excused in advance for vacation pay, restricted vacation pay, Bereavement, Jury Duty, or an excused absence will count as a day worked for overtime purposes.

Overtime pay for seven-day operations will be calculated in line with paragraph 87 of the Delphi U.A.W. National Agreement. This language is printed in Article 14 of the Delphi I.U.O.E. Agreement.

Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in

the employee's working week, for which overtime has not already been earned, except as otherwise provided in paragraph (1) below:

1. Such employee shall be paid time and one-half for hours worked on the employee's 6th work day in the week.
2. Such employee shall be paid double time for hours worked on the seventh work day in the calendar week if the 7th work day results from being required to work on their scheduled off day(s) in that calendar week, or for hours worked on a Sunday if that Sunday is their second scheduled off day in the calendar week.
3. Such employees will be paid double time and one-half (2.50 times straight time) for the first eight (8) hours worked on any shift that starts on any of the holidays listed in Article 24 paragraph (A) for time worked on the calendar holiday in excess of the first eight (8) hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into any such holiday; provided, however, that if the particular holiday falls on the employee's regularly scheduled off day(s) and they receive holiday pay pursuant to Article 24 paragraph (A) of this Agreement, they will be paid double time instead of double time and one-half for such hours worked. In the case of employees who work 6 or 7 days during the work week, the first eight (8) hours worked at double time and one-half or double time, as the case may be, on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in the employee's working week.
4. Such employees will be paid time and one quarter (1.25 times straight time) for hours worked on the seventh work day in the calendar week, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.
5. If such an employee receives holiday pay pursuant to Article 24 paragraph (A) for a particular holiday on which they do not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-paragraphs (1), (2) and (4) above.
6. Such employees shall be paid in additional thirty cent (\$0.30) per hour for time worked, which shall be included in computing vacation pay allowance, Independence week, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, Shutdown pay, overtime and night shift premium.
7. Premium payments shall not be duplicated for the same hours worked under any of the terms of this section.

Article 15- Night Shift Premium

1. A night shift premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart.

Starting Time	Scheduled Shifts	Shift premium
A- On or after 11:00 a.m. and before 7:00 p.m.		Five percent
B- On or after 7:00 p.m. and on or before 4:45a.m.		Ten percent
C- After 4:45 a.m. and before 6:00 a.m.		Ten percent until 7:00 a.m.

2. When an employee covered by one (A) above is scheduled to work more than nine hours (9) and until or beyond 2:00 a.m. they shall be paid ten percent (10%) for the hours worked after 12 midnight.
3. In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift they works on a particular day.
4. Day shift employees will be paid a five percent (5%) night shift premium when the employees work twelve (12) or more hours on a given day on all hours worked over eight (8).

This does not apply to employees scheduled to work twelve (12) or more hours whose shifts start before 6:00 a.m., as those employees already are paid a ten percent (10%) premium for hours worked until 7:00 a.m., nor does it apply to those who begin after 11:00 a.m.

Article 16- Wages

New employees hired on or after the effective date of this agreement, who do not hold a seniority date in any Delphi Corporation plant, shall be hired at a rate equal to seventy (70%) percent of the maximum based rate of the job classification. Such employees shall receive an automatic increase to:

- 1- Seventy-five (75%) percent of the maximum base rate of the job classification at the expiration of twenty-six (26) weeks.
- 2- Eighty (80%) percent of the maximum base rate the job classification at the expiration of fifty-two (52) weeks.

- 3- Eight-five (85%) percent of the maximum base rate of the job classification at the expiration of seventy-eight (78) weeks.
- 4- Ninety (90%) percent of the maximum base rate of the job classification at the expiration of one hundred and four (104) weeks.
- 5- Ninety-five (95%) percent of the maximum base rate of the job classification at the expiration of one hundred and thirty (130) weeks.
- 6- The maximum base rate of the job classification at the expiration of the one hundred and fifty-six (156) weeks.

The foregoing Article 16 shall not apply to any job classification having a merit spread.

New employees rehired under the provision of Article 6 Paragraph E or F3 on or after the effective date of this agreement shall receive a base rate upon re-employment which has the same relative job classification as had been attained by employment. Such employee shall continue to be covered by the rate progression provisions in effect during their prior Delphi Corporation employment. Upon such reemployment, the credited rate progression period of the employee's prior period of employment at Delphi Corporation shall be applied toward their rate progression to the maximum base rate progression to the maximum base rate of the job classification.

Each increase in the foregoing Article 16 shall be effective at the beginning of the first pay period following the completion of the required number of days of employment.

Article 17- General Increases

Effective September 19, 2005 each employee covered by this agreement shall receive a wage increase in the employee's straight time hourly wage rate (exclusive of cost of living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

Straight Time Hourly Wage Rates	Wage Increases
Less than - 25.25	50¢
25.25-25.74	51¢
25.75-26.24	52¢
26.25-26.74	53¢
26.75-27.24	54¢
27.25-27.74	55¢
27.75-28.24	56¢

28.25-28.74	57¢
28.75-29.24	58¢
29.25-29.74	59¢
29.75-30.24	60¢
30.25-30.74	61¢
30.75-31.24	62¢
31.25-31.74	63¢
31.75-32.24	64¢
32.25-32.74	65¢
32.75-33.24	66¢
33.25-33.74	67¢
33.75-34.24	68¢
34.25-34.74	69¢
34.75-35.24	70¢
35.25-35.74	71¢

Effective September 18, 2006, each employee covered by this agreement shall receive a wage increase in the employee's straight time hourly wage rate (exclusive of cost of living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

Straight Time Hourly Wage Rate	Improvement Factor Increase
Less than \$25.50	76¢
25.50-25.83	77¢
25.84-26.16	78¢
26.17-26.49	79¢
26.50-26.83	80¢
26.84-27.16	81¢
27.17-27.49	82¢
27.50-27.83	83¢
27.84-28.16	84¢
28.17-28.49	85¢
28.50-28.83	86¢
28.84-29.16	87¢
29.17-29.49	88¢
29.50-29.83	89¢
29.84-30.16	90¢
30.17-30.49	91¢
30.50-30.83	92¢
30.84-31.16	93¢
31.17-31.49	94¢
31.50-31.83	95¢
31.84-32.16	96¢
32.17-32.49	97¢

32.50-32.83.....	98¢
32.84-33.16.....	99¢
33.17-33.49.....	1.00
33.50-33.83.....	1.01
33.84-34.16.....	1.02
34.17-34.49.....	1.03
34.50-34.83.....	1.04
34.84-35.16.....	1.05
35.17-35.49.....	1.06
35.50-35.83.....	1.07
35.84-36.16.....	1.08
36.17-36.49.....	1.09

For the purposes of applying the Pension Plan, the Income Security Plan and the Guaranteed Income Stream Benefit Program the wage rate of an employee shall not be increased by such wage increase prior to the effective date of this agreement. Eligible employees will receive annual raises effective September 19, 2005 and September 18, 2006.

The increases in base rates provided for in the tables above shall be added to the wage rate (minimum, intermediary and maximum) for each classification.

In addition to the base rate increases provided for in the tables above, each employee in a skilled trades job classification which qualifies for journeyperson status under the provisions of this agreement will receive a tool allowance adjustment of thirty (30) cents per hour added to the base rate. These increases will be retroactive to October 1, 2003.

Article 18 Cost of Living Allowance

- A. The Signing Bonus payment of \$3,000 recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective.
- B. The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depend upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus payment will be made to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
September 20, 2004	Three percent (3%) Of Qualified Earnings	October 17, 2004

An employee shall become eligible for a Performance Bonus Payment as hereinafter defined, provided an employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which the eligibility date falls.

Qualified earnings, as used herein, are defined as income received by an eligible employee from Delphi Corporation during each designated Performance Bonus eligibility year resulting from the following:

- Hourly Base Wages*
- COLA*
- Shift Premium*
- Vacation Entitlement
- Holiday Pay
- Independence Week Shutdown Pay
- Seven-Day Operator Pay
- Bereavement Pay
- Jury Duty Pay
- Apprentice Pay
- Call-In Pay
- Short Term Military Duty Pay
- Back Pay awards related to the designated eligibility year.

*Including overtime, Saturday, Sunday and Holiday premium payments.

An employee who retires during the Performance Bonus eligibility year and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Performance Bonus payment as herein defined.

In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if they were seniority employees on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined herein. Such Performance Bonus shall be paid to their duly appointed legal representatives, if there be one, and, if not, to the spouses, parents, children or other relatives or dependents of such persons as the Corporation in its discretion may determine.

C. Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of this article. It is agreed that only the Cost of Living Allowance will be subject to reduction if a sufficient decline in the cost of living occurs.

- (1) The Cost of Living Allowance provided for in this article shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in this article.
- (2) The Cost of Living Allowance will be determined in accordance with the Delphi-UAW National Agreement, paragraph 101 (f), (g) and (h), Document 87 and COLA Calculation Conversion Document.
- (3) Effective with the date of this Agreement \$2.00 shall be deducted from the \$2.05 Cost of Living Allowance in effect immediately prior to the date and \$2.00 shall be added to the base wage rates for each classification in effect on that date, for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made in accordance with the guidelines specified in Paragraph 101 (g) of the Delphi-UAW National Agreement.
- (4) The amount of the Cost of Living Allowance shall be five (5) cents per hour effective with the effective date of this Agreement and ending November 30, 2003. Effective December 1, 2003 and for any period thereafter as provided in Paragraphs (101)(d) and (101)(g), the Cost of Living Allowance shall be in accordance with the following table:

3-Month Average Consumer Price Index	Cost-of-Living Allowance
174.12 or less.....	None
174.13-174.20.....	1¢ per hour
174.21-174.28.....	2¢ per hour
174.29-174.36.....	3¢ per hour
174.37-174.44.....	4¢ per hour
174.45-174.53.....	5¢ per hour
174.54-174.61.....	6¢ per hour
174.62-174.69.....	7¢ per hour
174.70-174.77.....	8¢ per hour
174.78-174.85.....	9¢ per hour

And so forth with 1¢ adjustment for each 0.08159 change in the Average Index. Such one (1) cent adjustments in the Cost of Living allowance shall become payable, sequentially, for each 0.8, 0.8, 0.8, 0.8, 0.8, and 0.9 change in the Index, and so forth, with that sequence being repeated thereafter in the

table so as to produce an average adjustment over time of one (1) cent for each 0.08159 change in the Index.

- (5) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay and short-term military duty pay.
- (6) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Paragraph (101)(g) of the 2003 Delphi-UAW National Agreement, any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.
- (7) No adjustments retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months specified in Paragraph (101)(g) of the 2003 Delphi-UAW National Agreement.
- (8) For each adjustment during the fifteen three-month periods beginning December 1, 2003, and ending on June 3, 2007, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of increase so required each three-month period shall be reduced by two (2) cents, or by the amount of the increase, whichever is less.
- (9) Following the adjustment for the three-month period beginning June 4, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 4, 2007.

Article 19- Leaves of Absence

Leaves of absences may be arranged subject to the approval of the Plant Manager or designated representatives. Such leaves, except sick leave, as noted under Article 20 below, shall not be in excess of five (5) months, except for Military leaves. Any employee who has been granted a leave of absence and fails to return upon the expiration of their leave without an acceptable reason shall be considered as having voluntarily quit.

Article 20- Sick Leave of Absence

Employees who are known to be ill, supported by satisfactory evidence, will be granted sick leave for the period of continuing disability. Seniority of such employees shall be broken figured from the effective date of the sick leave if they are on sick leave for a continuous period equal to the seniority they had acquired prior to the beginning of the such leave.

An employee returning from sick leave shall be placed in the job assignment that the employee was in prior to going on sick leave, provided his/her seniority allows him/her to do so. If seniority prohibits a return to that job assignment, he/she will be placed into the open job assignment. Any person who is displaced by the returning employee shall be placed into the open job assignment.

Article 21- Strikes, Stoppage, and Lockouts.

It is the intent of the parties of this Agreement that the procedure herein set forth shall serve as a means for peaceful settlement of all disputes that may arise between them.

Accordingly, it is mutually agreed that neither party, its agent or its members, will initiate, sanction or participate in any demonstration, display, advertisement, or any other publicity or act tending to disturb the relations between the parties, or misrepresenting the positions, or questioning the good faith of the other party, while this Agreement is in effect. The Union agrees that there shall be no strikes, slow-downs, boycotts, picketing of any form whatsoever or any other interference with the conducting of the Company's business or any of its employees by the Union or any of its agents, affiliates or members while this Agreement is in effect.

The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises because of any dispute or issue arising out of or based upon the provision of the Pension Plan, Insurance Program, Income Security Plan, Guaranteed Income Stream Benefit Program or Profit Sharing Plan, nor will the Union authorize such a strike, stoppage, or picketing.

In case of a strike, slow-down, boycott, picketing or any other interference with the conducting of the Company's business or any of it's employees by the Union or its agents, affiliates or members, the Company has the option of canceling the

Agreement at any time between the tenth day of such action on the part of the Union and date of its settlement.

The company agrees that there shall be no lockouts during the life of this Agreement. In case a lockout shall occur, the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

Article 22- Vacation Pay Allowance

A- In lieu of vacation with pay, the vacation pay allowance provision of this section shall become effective January 1, 2004. The eligibility date for vacation entitlement for all seniority employees is December 31.

B- Each eligibility year shall begin with the first pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

C- Employees shall become eligible for vacation entitlement as hereinafter defined, provided they have at least one year's seniority as of December 31 of the eligibility year and have worked during at least 13-day periods during the eligibility year.

Without modifying or adding to any other provision of the Vacation Entitlement Section, an employee who has seniority but has not acquired one year seniority as of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation pay pursuant to Paragraph (F) and (G)

D- In determining the number of pay periods an employee shall have worked in the eligibility year. The employee shall be credited with one pay period for each pay in which the employee performs work in any Delphi Corporation plant during that year.

E- An eligible employee who has worked at least 26 pay periods in the eligibility year shall be entitled to the following vacation entitlement:

For an Eligible Employee With Seniority of	Hours of Vacation Entitlement
Less than one year	40
One but less than three years	80
Three but less than five years	100
Five but less than ten years	120
Ten but less than fifteen	140
Fifteen but less than twenty years	160
Twenty or more years	200

F- An eligible employee shall be entitled to a percentage of vacation entitlement shown in Paragraph (E) based on the number of pay periods the employee works in the eligibility year. In accordance with the following:

Pay Period Worked	Percentage of Hours of Vacation Entitlement
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

G- Vacation time off payments will be calculated on the basis of the employee's regular rate of pay. Plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of the vacation entitlement will be calculated on the basis of the employee's rate of pay plus the attached night shift premium, but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to December 15 whichever produces the higher rate.

H- Payment of the unused portion, if any, of the employee's vacation entitlement shall be made as soon as possible but not later than thirty (30) days after the eligibility date.

I- Eligible employees may use forty (40) hours of their vacation entitlement, restricted vacation, during the eligibility year provided their absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving sickness and accident benefits), or personal business, or leave of absence for vacation purposes.

J- Employees who retire or are retired under the provision of the Delphi Corporation Hourly Rate Employees Pension Plan shall receive prorated vacation entitlement up to the vacation entitlement to which the employee's seniority would have entitled them on December 31 of the current year provided the employee has worked at least thirteen pays periods in the eligibility year in which they retire, or one twenty sixth

(1/26) of the vacation entitlement provided for in Article 22 paragraph E for each pay period worked within the eligibility year if they worked less than 13 pay periods in the eligibility year in which they retire.

- K- Employees who are placed on or return from a leave of absence for military service pursuant to Article 19. Shall receive vacation entitlement in accordance with Article 22 paragraph F if the employee has worked 13 pay periods in the eligibility year in which they are placed on or return from leave of Absence for Military Service. One twenty-sixth (1/26) of the vacation entitlement provided for in Article 22 paragraph (E) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Services.
- L- Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section of pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they worked during at least one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.
- M- In the case of an employee who has worked during at least thirteen pay periods in the eligibility year and who dies prior to the eligibility date, the vacation entitlement to which the employee would have been entitled shall receive a vacation entitlement (in accordance with Article 22 Paragraph F), this is based on the number of pay periods worked and shall be paid to the employee's duly appointed legal representative, if there be one, and if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.
- N- The vacation entitlement of an employee who holds seniority in two or more Delphi Corporation plants will be computed on the basis of the longest seniority held as of the eligibility date.
- O- In the case of an employee who goes on sick leave during one eligibility year after having worked less than thirteen pay periods in that year and who retires during the next eligibility year under the provision of the Delphi Corporation Hourly-Rate Employees Pension Plan before returning to work, the retirement, for the purpose of this Vacation Entitlement Section only, shall be deemed to have occurred as of the day following the employee's last day worked.
- P- When a person is transferred into a bargaining unit covered by this Agreement the amount of vacation entitlement the employee may become eligible for shall be reduced by the amount of any paid vacation or pay in lieu of taking vacation which the employee has already received from the Corporation for the same eligibility year.

Article 23- Vacation Time off Procedure

- A- Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle them on December 31 of the current year, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employees.
- B- During the year of this Agreement, the Corporation has designated the following days to be included in an Independence Week Shutdown period:

2004

Tuesday, July 6	Independence Week Shutdown
Wednesday, July 7	Independence Week Shutdown
Thursday, July 8	Independence Week Shutdown
Friday, July 9	Independence Week Shutdown

2005

Tuesday, July 5	Independence Week Shutdown
Wednesday, July 6	Independence Week Shutdown
Thursday, July 7	Independence Week Shutdown
Friday, July 8	Independence Week Shutdown

2006

Monday, July 3	Independence Week Shutdown
Wednesday, July 5	Independence Week Shutdown
Thursday, July 6	Independence Week Shutdown
Friday, July 7	Independence Week Shutdown

2007

Monday, July 2	Independence Week Shutdown
Tuesday, July 3	Independence Week Shutdown
Thursday, July 5	Independence Week Shutdown
Friday, July 6	Independence Week Shutdown

- C- Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including

overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided

- 1- The employee has seniority in any Delphi Corporation plant as of the date of the Independence Week Shutdown Days.
- 2- The employee is on the active rolls and would other wise have been scheduled to work if it had not been observed as an Independence Week Shutdown Period.
- 3- The employee works their last scheduled workday in the pay period prior to and their next scheduled workday in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.
- 4- Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

D- Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Week Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day

E- Employees who are scheduled to work during the Independence Week Shutdown Period, including the Independence Day Holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu of the Independence Week Shutdown Period pay for each day worked provided:

- 1- The employee has seniority in any Delphi Corporation plant as of each day of Independence Week Shutdown Period.
- 2- The employee is scheduled to report for work during any of the days.
- 3- The employee reports for and performs such scheduled work on those scheduled days, or is absent pursuant to the provisions of Article 23 & 24.
- 4- The additional time off will be scheduled in accordance with local plant practice.

F- Eligible employees who, as of the next eligibility date, have not used there entire Additional Time Off shall be paid the unused portion in accordance with Article 22 Paragraph G and H.

G- Management at each plant will establish a procedure whereby employees, during March, may make application in writing for vacation time off, indicating first, second and third choices. If a Plant Vacation Shutdown is scheduled, the dates of such

shutdown are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from the job at a given time, powerhouse seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement or inventory will be given first consideration for time off during period other than the shut-down period.

- H- Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown, will not thereafter be canceled or changed without mutual consent of Management and the Employee. If an employee's approved vacation time off scheduled for a Plant Vacation Shutdown is canceled or changed, the employee may reschedule their vacation in accordance with local plant practices.

Article 24- Holiday Pay

- A- Employees shall be paid for specified holiday and the holidays in each of the Christmas holiday periods as provided hereinafter:

2003-2004

November 14, 2003	Veterans Day (Observed)
November 27, 2003	Thanksgiving Day
November 28, 2003	Day after Thanksgiving
December 24, 2003	Christmas Holiday Period
December 25, 2003	
December 26, 2003	
December 30, 2003	
December 31, 2003	
January 1, 2004	
January 2, 2004	
January 19, 2004	Martin Luther King, Jr. Holiday
April 9, 2004	Good Friday
April 12, 2004	Monday after Easter
May 28, 2004	Friday Before Memorial Day
May 31, 2004	Memorial Day
July 5, 2004	Independence Day (Observed)
September 6, 2004	Labor Day

2004-2005

November 2, 2004	Federal Election Day
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November 15, 2004	Veterans Day (Observed)
November 25, 2004	Thanksgiving Day
November 26, 2004	Day after Thanksgiving
December 24, 2004	Christmas Holiday Period
December 27, 2004	
December 28, 2004	
December 29, 2004	
December 30, 2004	
December 31, 2004	
January 17, 2005	Martin Luther King, Jr. Holiday
March 25, 2005	Good Friday
March 28, 2005	Monday after Easter
May 27, 2005	Friday before Memorial Day
May 30, 2005	Memorial Day
July 4, 2005	Independence Day
September 5, 2005	Labor Day

2005-2006

November 8, 2005	Local Election Day
November 14, 2005	Veterans Day (Observed)
November 24, 2005	Thanksgiving Day
November 25, 2005	Day after Thanksgiving
December 26, 2005	Christmas Holiday Period
December 27, 2005	
December 28, 2005	
December 29, 2005	
December 30, 2005	
January 2, 2006	
January 16, 2006	Martin Luther King, Jr. Holiday
April 14, 2006	Good Friday
April 17, 2006	Monday after Easter
May 29, 2006	Memorial Day
July 4, 2006	Independence Day
September 4, 2006	Labor Day

2006-2007

November 7, 2006	Federal Election Day
November 13, 2006	Veterans Day (Observed)
November 23, 2006	Thanksgiving Day
November 24, 2006	Day after Thanksgiving
December 25, 2006	Christmas Holiday Period
December 26, 2006	
December 27, 2006	
December 28, 2006	

December 29, 2006

January 1, 2007

January 15, 2007

April 6, 2007

April 9, 2007

May 28, 2007

July 4, 2007

September 3, 2007

Martin Luther King, Jr. Holiday

Good Friday

Monday After Easter

Memorial Day

Independence Day

Labor Day

- 1- The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
 - 2- The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
 - 3- The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.
- B- Each of the designated days in the Christmas holiday period shall be a holiday for the purposes of this Holiday Pay Section (A). Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee from pay for the one holidays in the Christmas holiday period which follow or precede such scheduled work day.
- C- An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holiday.
- D- When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.
- E- Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in Article 24, Paragraph A, computed at their regular straight time hourly rate with attached night-shift premium, exclusive of overtime premium.
- F- Employees who work on continuous seven day operations, as covered by Article 14 of this Agreement, shall receive holiday pay only in the event the holiday falls on one of their regularly scheduled days off, and they meet the other eligibility requirements of this Holiday Pay Section; provided, however that such employees shall not receive holiday pay if they are scheduled to work on such day off and absent themselves from scheduled work on such holiday without reasonable cause acceptable to Management.

- G- Seniority employees who have been laid off in a reduction of force (except as provided below), or who have gone on sick leave, or on leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.
- H- Seniority employees who work in the fourth work week prior to the week in which the Christmas Holiday period begins, and who are laid off in a reduction in force during that week, or seniority employees who are laid off in a reduction in force during the first, second, or third work week prior to or during the work week in which the Christmas holiday period begins, shall, if other wise eligible, receive pay for each of the holidays in the Christmas holiday period providing such employees worked the last scheduled work day prior to such layoff
- I- Seniority employees who work in the fifth, sixth, or seventh work week prior to the week in which the Christmas holiday period begins, and who are laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holiday falling during such Christmas holiday period providing such employees working that last scheduled work day prior to such layoff.
- J- When a holiday, specified above, falls within an eligible employee's approved vacation period, or during a period in which jury duty pay is received pursuant to Article 25 of this Agreement, and such vacation or jury duty causes the employee to be absent from work during the regularly scheduled work week, the employee shall be paid for such holiday.
- K- When eligible employees are on an approved leave of absence and return to work following the holiday but during the week in which the holiday falls, they shall be eligible for the pay for that holiday. Eligible employees whose leave of absence terminates during the Christmas Holiday Period, and who report for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday such employees would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.
- L- Employees not working on necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.
- M- When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the Provisions of this Holiday Pay Section.
- N- It is the purpose of the Holiday Pay Provisions in Paragraphs (A) through (N) of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with respect to a week included in the Christmas holiday period employees supplement their holiday pay be claiming and receiving an unemployment

compensation benefit, or claim and receive waiting period credit to which they would not have been entitled if their holiday pay had been treated as remuneration for the week, such employees shall be obligated to pay to the Corporation the lesser of the following:

- 1- An amount equal to their Holiday Pay for the week in question, or
- 2- An amount equal to either the unemployment compensation paid to them for such week or the unemployment compensation, which would have been paid to them for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount, which such employees are obligated to pay as provided above.

Article 25 Jury Duty Pay

Employees with seniority in any Delphi Corporation plant who are summoned and report for jury duty (including coroner's juries), as prescribed by applicable law, or who reports for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Corporation the wages (including night shift premium) they otherwise would have earned by working during straight-time hours for the Corporation for the day on which they report for pre-jury examination, and for each day on which they report for or perform jury duty and on which they otherwise would have been scheduled to work for the Corporation.

In order to receive payment, employees must give local Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. The provisions of this Article 25 are not applicable to employees who, without being summoned, volunteer for jury duty.

Article 26- Military Duty Pay

Employees with one or more years seniority in any Delphi Corporation Plant who are called to perform short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided they would not otherwise be on layoff or leave of absence.

A payment will be made for each day, except for a day for which they receive holiday pay, which they would otherwise have worked equal to the amount by which their straight time rate of pay as of their last day worked plus applicable night shift premium

(but not including overtime) for not more than eight (8) hours, exceeds their military earnings for that day including all allowances except for rations, subsistence and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency (e.g., disaster relief), payment is limited to maximum of fifteen (15) working days in a calendar year.

In order to receive payment under this Paragraph employees must give local management prior notice of such military duty and, upon their return to work, furnish management with a statement of the military pay received for performing such duty.

Article 27 – Bereavement Pay

When death occurs in an employee's immediate family as defined below, and the employee has seniority in any Delphi Corporation Plant, the employee, on request, will be excused for any of the first three (3) normally scheduled working days or the first five (5) normally scheduled working days in the case of the death of an employee's current spouse, parent, child, or stepchild (Excluding Saturday, Sunday and holidays) immediately following the date of death. The five- (5) day limit will also apply in cases of multiple death of members of the employee's immediate family resulting from a single incident. The immediate family for the purposes of this Article 27 is defined as including the employees:

Spouse	Parent
Step-Parent	Grandparent
Great Grandparent	Child
Step-Child	Grandchild
Brother	Step-Brother
Half-Brother	Sister
Step-Sister	Half-Sister
Current Spouse Parent	Current Spouse's Step-Parent
Current Spouse's Grandparents	Current Spouse's Great Grandparent

In the case of an employee who is granted a leave of absence due to the illness of an immediate family member, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

Employees excused from work under this paragraph shall, after making written application, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused (excluding Saturday, Sunday, or holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work day of the employee's scheduled working week and holiday).

Article 28- Provisions of Agreement

A- No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

B- The Agreement dated the October 1, 2003 shall become effective October 1, 2003, from satisfactory written notice from the Union that the new Agreement has been ratified and shall continue in full force and effect without change until 11:59 p.m. September 30, 2007. If either party desires to terminate this Agreement, it shall sixty (60) days prior to September 30, 2007 give written notice of the termination. If neither party shall give notice to terminate this Agreement, as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year-to year after September 30, 2007 subject to termination by either party on sixty (60) days written notice prior to September 30 of any subsequent year.

If either party desires to modify or change this Agreement, it shall sixty (60) days prior to September 30 or any subsequent September 30 give written notice to such effect. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided thereafter.

If notice of intention to modify or change has been given accordance with the above provisions, this Agreement may be terminated by either party on thirty (30) days written notice of termination given on or after the next September 1 following said notice of intention to modify or change.

Article 29- Moving Allowance

A- An employee whose seniority is transferred between Delphi Corporation plants pursuant to Paragraph 96 of the Delphi-UAW National Agreement will be paid a Relocation Allowance, provided:

- 1- The plant to which the employee is to be relocated is at least fifty (50) miles from the plant from which the employee's seniority was transferred, and
- 2- As a result of such relocation the employee changes permanent residence, and
- 3- Application is made within six (6) months after commencement of employment at the plant to which the employee was relocated in accordance with the procedure established by the Corporation.

Employee will receive Relocation Allowance based on mileage relocated from plant of layoff to plant of hiring based on the following table;

Article 30- Relocation Allowance Amount

Mileage	Amount
50-99	\$3,038
100-299	\$3,347
300-499	\$3,511
500-999	\$4,146
1000+	\$4,767

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or State legislation, the employee must apply for such legislated relocation allowance prior to receiving any Relocation Allowance. The amount of Relocation Allowance provided under this Paragraph, when added to the amount of relocation allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provision of this paragraph.

Only one Relocation Allowance will be paid where more than 1 member of a family living in the same residence are relocated pursuant to Delphi-UAW Paragraph 96.

The services of the GMAC Relocation Services, at the Corporations expense, will be made available to eligible employees with regard to assistance in home selling, and home buying, assistance in moving household goods, the application and follow up of TRA or other similar resent or future Federal or State Legislation.

Article 31- Partial Invalidity of Agreement

The parties have provided for a Pension Plan (Exhibit A), a Life and Disability Benefits Program (Exhibit B), a Health Care Program (Exhibit C), a Income Security Plan (Exhibit D), a Guaranteed Income Stream Benefits Program (Exhibit E), a Profit Sharing Plan (Exhibit F), and a Personal Savings Plan (Exhibit G) by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement, which supplemental Agreements are attached hereto as Exhibit A, Exhibit B, Exhibit C, Exhibit

D, Exhibit E, Exhibit F and Exhibit G respectively, made part of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Life and Disability Benefits Program or the Health Care Program or the Income Security Plan or the Guaranteed Income Stream Benefits Program or the Profit Sharing Plan or the Personal Saving Plan shall be subject to the grievance procedure established in this Agreement.

Article 32- Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 33- Separability

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provision of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto the parties may agree upon a replacement for the affected provision(s). Such replacement provision (s) shall become effective immediately upon agreement of the parties without the need for further ratification by the Union membership and shall remain in effect for the duration of this Agreement.

In the event that any of the provision of this Agreement or of any local agreement, including all agreements, memoranda of understanding, of letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceable shall not affect the remaining provision thereof.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

Article 34- Local Wage Agreement

Agreement entered into the October 1, 2003 between the Local Management of Delphi Thermal and Interior, Columbus Operations, Delphi Corporation, hereinafter referred to as Management, and local No. 18-S, International Union of Operating Engineers, AFL-CIO., hereinafter referred to as the Union.

- 1- The agreement supersedes all prior Local Wage Agreements and Supplements thereto
- 2- The wage scales by Job Classification and Rates contained in this Agreement cover all work now performed in the plant.
- 3- The Cost of Living Allowance provided for in Article 18 of the collective bargaining agreement between the parties are not included in the wage rates set forth in this Agreement.
- 4- The wage rates set forth in this Agreement shall be effective on October 1, 2003, except as otherwise provided under the terms of the Collective Bargaining Agreement between the parties.

Article 35- Hiring Rates

- 1- New employees shall be hired into the P/H Shift Engineer Classification at a rate pursuant to Article 16 of this Collective Bargaining Agreement.

This rule establishes the length of time and employee is required to serve at lesser pay rate than that of the P/H Shift Engineer classification.

- 2- Employees transferred into any classification will begin at the minimum rate of the respective job classification for qualified Operators.

Classification	Identification	10/1/03	10/1/04	9/19/05	9/18/06
P/H Repair-Utility	7732	29.92	29.92	30.52	31.44
P/H Shift Engineer	7721	29.92	29.92	30.52	31.44
P/H Team Leader	772L	+.50	+.50	+.50	+.50

Article 36- Local Shift Preference Agreement

It is hereby mutually agreed this 1st of October between the Local Management of Delphi Thermal and Interior, Columbus Operations and Local No 18-S, International Union of Operating Engineers, A.F.L.- C.I.O. that notwithstanding the provisions of Article 6 of the Collective Bargaining Agreement between the parties date October 1, 2003 the following provisions and procedures shall constitute the Shift Preference Agreement for this plant.

The provisions of this Local Shift Preference Agreement is to provide for shift preferences that in no way conflict with the principle that any agreement pertaining to shift preference must give full protection to efficiency of operations under all circumstances and conditions.

In any emergency that may arise, any shift changes may be made as desired by Management for the duration of the emergency.

For the purpose of determining an employee's entitlement to a shift preference transfer under the terms of this Agreement, powerhouse seniority will apply.

Article 37- Tuition Assistance Plan

The plan is designed to help workers:

- Who are laid off, improve their chances for re-employment
- Or who are active, enhance their opportunities for advancement.

Under this Plan, qualified workers may be able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary school or vocational institutions. The Plan permits workers to select virtually any type of vocational training or education for their situation and goals subject to approval by the Corporation Industrial Relations Staff- Education Activity.

Article 38 - Tuition Assistance Plan for Laid Off Workers

Eligibility

The participant must be a represented Delphi Corporation U.S. worker on indefinite layoff who has recall or rehire rights under the terms of the current Agreement and who had at least one year of seniority as of the last day worked prior to layoff.

The participant must be a represented hourly rate Delphi Corporation U.S. worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Agreement. Additionally the spouse or dependent children of a deceased, active employee will be entitled to utilized the remaining balance of the employee's annual Tuition Assistance eligibility for college or educational pursuits during a period of one year following the date of the employee's death.

Courses

Suitable courses are those required for adult basic educational, high school completion or high school equivalency certification, university, college, business, trade or vocational school course or adult education classes.

Schools

Acceptable schools are those approved by the Corporation Industrial Relations Staff-Education Activity including, but not limited to those general recognized by accrediting agencies, or under governmental education agencies.

The plan provides for tuition and compulsory fees to be paid directly to schools that provide the courses in which applicants are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this plant is \$8,400 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to lay off as follows:

1 to 3 years	\$6,400
3 to 4 years	\$7,400
4 or more years	\$8,400

The above specified amounts shall constitute an account upon which the worker may draw so long as the individual retains recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the current Splinter Unit Agreements or full-time employment is accepted that would pay wages comparable to those on the former job at Delphi Corporation or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provision of the plan. In no even shall total assistance to an employee exceed \$8,400 in any four calendar year

Article 39 -Tuition Assistance for Active Employees

The plan will provide for tuition and or compulsory fees to be paid directly to the schools providing the courses in which the applicant are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle individuals to those benefits levels specified below:

- 1- \$4,600 per year for course at regionally accredited colleges or universities
- 2- \$2,200 per year for other job related course
- 3- \$1,450 per year for course not related to the employee's current job-assignment through acceptable schools including those accredited by recognized accredited agencies, those approved by government education or training programs, or certain specified others.

In no event shall the total of assistance to an employee exceed \$5,600 in a twelve-month period. All courses are subject to approval by the Corporation Industrial Relations Staff-Education Activity.

Article 40 – References to Delphi-UAW National Agreement

During these negotiations there was much discussion relative to the Delphi-UAW National Agreement and its implications towards the IUOE Local 18-S. Both parties recognize that the UAW and the IUOE are two separate and distinct unions and that these distinctions prohibit the IUOE from some of the protections and privileges included in the Delphi-UAW National Agreement. However, it is in the best interest of both parties that references to the Delphi-UAW National Agreement and the IUOE Local 18-S be highlighted in this Agreement. As such, the spirit and intent, though not necessarily the exact process, of the following provisions in the Delphi-UAW National Agreement will be applied to the IUOE Local 18-S members except where excluded by the language in either the Delphi-UAW National Agreement or the Delphi-IUOE Local 18-S Agreement.

Paragraphs 56 through 77.
Paragraphs 80 through 90.
Paragraphs 97 through 102.
Paragraphs 103 through 114.
Paragraphs 184 through 202.
Paragraphs 203 through 213.

Paragraphs 214 through 223.

Memorandum of Understanding - Tuition Assistance Plan and related letters.

Memorandum of Understanding – Health and Safety and all its attachments and related letters.

Memorandum of Understanding – Employee Assistance Program and Work Family Program.

Letter regarding Retirees – Fitness Centers and related letters.

Letter regarding Plant Closing and Sale Moratorium.

Letter regarding Sale of Business.

Letter regarding Retiree Tuition Assistance Plan.

Letter regarding Scholarship Program for Dependent Children.

Letter regarding Bereavement Vacation with Pay.

Letter regarding Educational and Career Counseling.

Unpublished letter regarding Special Active Duty – Armed Services.

Unpublished letter regarding Discipline Records.

Unpublished letter regarding Personal Privacy Disclosure.

Unpublished letter regarding Voluntary Provider Discounts (AOL).

Unpublished letter regarding Bereavement Absence of Non-Seniority Employee.

Unpublished letter regarding Suggestion Plan Administration.

Unpublished letter regarding Reimbursement for Licensing and Certification.

Unpublished letter regarding Tuition Assistance Plan W-2 Forms.

Unpublished letter regarding Recovery of Overpayments.

New Vehicle Purchase Program.

Service Parts Purchase.

It is also understood by both parties that many of these programs are contingent upon third party provider's willingness to include Delphi employees. These provider's may discontinue the inclusion of Delphi employees without advance notice. Delphi would not be required to provide replacement programs if this were to occur.

Team/Crew Leader Guidelines

1. Total responsibility for the operations on their shifts.
2. Ensure that the shift is operating as efficiently as possible.
3. Ensure that all jobs are performed on their shift by all personnel.
4. Ensure that housekeeping is maintained.
5. Enter in the time book all hours worked by each person on their shift. If person was working as an Engineer #1 or Engineer #2, enter their time with red pen. If they were working as an Engineer #3, enter their time with pencil or black pen. This way we can account for each individuals operating hours for upgrading for their license, as required by law.
6. Vacation time off coverage will still be arranged in advance by the Chief Engineer. Each team/crew leader will, on a regular basis, advise the Chief Engineer of the job assignments on their shift so this coverage can be arranged.
7. Ensure that all employees are working safely.
8. Do what is necessary to ensure compliance with EPA requirements
9. Utilize the human resources on the shift to analyze, and when feasible, correct problems affecting operations.
10. Encourage teamwork on the shifts.
11. Communicate with the Chief Engineer on a daily basis regarding shift operations.
12. Other requirements will be added as situations dictate.

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
EMPLOYMENT SECURITY

During these negotiations, the respective parties expressed a mutual commitment that Delphi Corporation employees receive a full measure of employment security, and mutual recognition that this measure of employment security can only be realized within a work environment which promotes operational effectiveness and provides for flexibility with regard to the assignment of employees. It further recognizes the need of the respective parties to encourage and support efforts to improve operational effectiveness.

It is therefore agreed that The International Union of Operating Engineers, Local 18-S represented hourly employees in the active workforce with one or more years of service as of the effective date of the Agreement; and (a) employees in the active workforce with less than one year of service on the effective date of the Agreement who subsequently attain one year of service; (b) employees with one or more years of service who are recalled and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the agreement; (c) employees with less than one year of service who are recalled and subsequently attain one year of service and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; or (d) employees newly hired after the effective date of the Agreement who attain three years of service will not be laid off except for:

1. Volume related declines attributable to market related conditions, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;
2. Acts of God or other such reasons beyond the control of the Corporation;
3. The sale of a part of the Corporation's operations as an ongoing business;
4. The layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary;
5. The cessation of business at a Corporation facility that does not involve outsourcing;
6. Model change or plant rearrangement (including summer boiler shutdown) until the employee otherwise would have been recalled; or,
7. Displacement by a more seniority employee entering the active workforce.

Employees who, except for those events listed above, would otherwise be permanently laid off will be eligible for this treatment under this Memorandum. Employees who so qualify, may be: 1) placed in a training program; 2) used as replacements to facilitate the training of other employees; 3) placed on job openings at other Delphi locations where applicable; 4) given job assignments within or outside the bargaining unit which may be non-traditional; 5) placed in existing openings or given other assignments consistent with the purpose of this Memorandum.

Hours spent by employees on assignments specified in this Memorandum are not to be considered as compensated hours (paid from the Corporation) for the purpose of determining Corporate contributions to Individual Income Security Fund Account and therefore no contributions will be credited to such accounts for such hours.

In order to qualify under the terms of this Memorandum, employees must be willing to accept an offer of employment in their home unit or elsewhere within Delphi Corporation and must be willing to participate in developmental activities designed to prepare them to fill regular openings caused by attrition. Employees assigned pursuant to this Memorandum will be paid the regular straight time hourly rate for the classification they last held prior to being so assigned. If, after being assigned pursuant to this Memorandum, employees perform assignments identified as work associated with specific hourly rated job classifications, they will receive the established rate for such work consistent with the Local Wage Agreement.

Notwithstanding the above, the Corporation may wish to authorize incentive programs for separation and retirement that may be offered by local management from time to time. The purpose of such programs is to encourage additional attrition and to minimize the need for layoffs.

This Memorandum will become effective with the effective date of the IUOE/Delphi Columbus Operations Agreement and will remain in effect until the expiration of the IUOE/Delphi Columbus Operations Agreement. However, this Memorandum shall not result in a Corporate financial liability, which exceeds an amount equal to \$2,757,200.00 for all Splinter Unit Agreements as specified in Appendix A, which is attached. Earnings, including wages and wage-related payments, received by employees as a result of this Memorandum will be charged against this maximum liability amount. The cost of benefits and other payments made or incurred on behalf of employees as a result of this Memorandum, specifically, health care (including dental and vision), group insurance, pensions, and FICA will be charged against this maximum liability. The cost of incentive programs to encourage separation or retirement will be excluded from calculating the cost of benefits to be charged against the maximum liability amount. In the event such a financial liability is reached, this Memorandum will be discontinued. Thereafter, to the extent that layoffs of such employees are required, the applicable provisions of the Splinter Unit agreement shall apply.

This Memorandum will not be subject to the grievance procedure. Any unresolved complaints will be reviewed by the parties and settled expeditiously consistent with the intent and purpose of this Memorandum.

FOR THE UNION

FOR THE CORPORATION

_____	_____
_____	_____
_____	_____

APPENDIX A

Date: March 16, 2004

Roger Struckman
Union Steward
International Union of Operating Engineers
Local 18-S

Dear Roger Struckman,

During the recently completed negotiations, the parties agreed to a Memorandum of Understanding – Employment Security. As discussed during the negotiation of this Memorandum, it was understood that the Corporation's maximum funding liability as a result of payments made pursuant to this Memorandum shall be based upon the aggregate of all Delphi Corporation units listed below who negotiate an Employment Security Memorandum:

International Association of Machinists, AFL-CIO
International Brotherhood of Electrical Workers, AFL-CIO
International Union of Operating Engineers, AFL-CIO

In the event some of the bargaining units referenced herein desire not to negotiate such a Memorandum thereby reducing the number of employees anticipated by the Corporation to whom employment security would be applicable, the Corporation's maximum funding liability specified in the Memorandum will be reduced proportionately.

Charges against the Corporation's liability will commence with the first payments made to employees assigned pursuant to this Memorandum and will continue until the maximum liability is reached or the expiration of this procedure as provided for in the Memorandum of Understanding whichever occurs first.

Very truly yours,

David Cox
Supervisor – Labor Relations and Hourly
Personnel
Delphi – Columbus Operations

ACCEPTED AND APPROVED

Delphi Corporation
Delphi Thermal and Interior
Columbus Operations

International Union of
Operating Engineers
Local 18-S

James Barr
Personnel Director

Patrick L. Sink
Business Manager

David Cox
Supervisor of Labor Relations

Kenneth M. Triplett
President

Douglas Sebastian
Labor Relations Representative

Charles W. Scherer
Special Representative

Mike Stewart
P/H Chief Engineer

Roger R. Struckman
Chief Steward

William T. O'Dell
Alternate Steward

William B. Johnston
Committeeman

Exhibit F

DELPHI

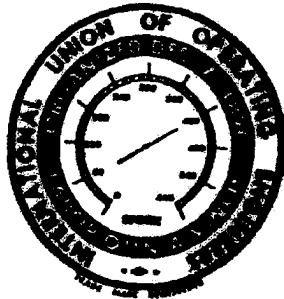
2003

AGREEMENT

DELPHI E & C
Rochester Operations

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 832S



III. REPRESENTATION

18. This certified unit may be represented by two committeemen, one of whom shall act as Chairman of the Plant Committee.
19. The names of the committeemen shall be given in writing to Management. No committeeman shall function as such until Management has been advised of his selection in writing by the proper officials of the Union. Any changes in committeemen shall be reported promptly to Management in writing by the Union.

IV. RULES FOR COMMITTEEMEN

20. While on leave of absence or laid off, no employee shall serve as a committeeman.
21. No employee shall be eligible to serve as committeeman unless he is an employee covered by this Agreement, and not then until his name has been placed on the seniority list and he is working in the plant.
22. The committeeman shall not be permitted to enter or remain in the plant for the purpose of handling a grievance at any time other than during this regular shift, unless otherwise agreed to by the Plant Management.
23. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Management. The total amount of time which may be used in any week by each committeeman for the purpose of adjusting grievances and meeting with Management shall not exceed two hours per day.

V. GRIEVANCE PROCEDURE

24. First Step

- a. Any employee having a grievance shall first take it up with his supervisor who will attempt to adjust it. If the grievance is not adjusted, the employee may request the service of his committeeman to handle the grievance with the supervisor, and the committeeman will be called.
- b. If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Division and signed by the employee involved; and one copy shall be given to the supervisor. The committeeman may then take up the grievance with higher supervision.

43. Seniority shall be broken for the following reasons:

- a. If the employee quits.
- b. If the employee is discharged.
- c. If the employee is absent for three (3) working days without properly notifying the Management, unless a satisfactory reason is given.
- d. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason for failing to report.
- e. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff period or, in the case of an employee with less than (1) year of seniority, eighteen (18) months or, in the case of an employee with (1) or more years seniority, (36) months whichever is larger; however, an employee whose seniority is so broken under this Agreement or whose seniority has been broken under the terms of the this Agreement shall, for a period of sixty (60) months beginning with the employee's last scheduled work day prior to his/her layoff, retain a right to be rehired in accordance with the seniority date the employee had established at that plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the same plant, pursuant to Paragraph (40) within sixty (60) months immediately following the last day worked prior to the layoff during which his/her seniority was broken by virtue of this Paragraph 43(e) shall have his/her new seniority date adjusted by adding an amount equal to the seniority he had acquired at that plant as of such last day worked.

For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Paragraph (87) that Monday will be considered the first day of that period.

f. Retirement as follows:

- (1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have his seniority canceled.

- (2) An employee who has been retired on a permanent and total disability pension and who thereby has broken his seniority in accordance with subsection (1) above, but who recovers and has his/her pension discontinued, shall have his seniority reinstated as though he had been on a sick leave of absence during the period of his/her disability retirement, provided however, if the period of his/her disability retirement was for a period longer than the seniority he/she had at the date of retirement, he/she shall, upon the discontinuance of his/her disability pension, be given seniority equal to the amount of seniority he had at the date of such retirement.
- (3) If an employee retired for reasons other than total or permanent disability, who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and he/she shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.
- g. Management may terminate the employment of any employee upon or after the first day of the month following the month in which such employee reaches his/her 70th birthday. Any such termination shall cancel the employee's seniority.
44. In the case of reduction in force, temporary employees will be laid off first, and thereafter employees with the least seniority will be reduced in the order of their seniority in their occupational group. In a reduction in force effecting classifications 0504 (Power House - Relief Operator), 0502 (Power House-Shift Engineer), 0505 (Power House-Shift Engineer Leader). Employees with insufficient seniority to retain their occupational group will be transferred to the next lower classification providing they have sufficient seniority and are capable of performing the job. However, employees reduced pursuant to the above provisions may, at that time only elect to waive their rights to rehire or transfer to another occupational group. Eligible employees who elect to waive their rehire rights will be offered re-employment only in the skilled trade classification from which they were laid off until such time as the waiver is canceled as provided below.
- An eligible employee may terminate his waiver upon written notice to Management in which case he will be assigned the next available opening in line with his/her seniority provided he/she is capable of doing the job. Seniority employees will be rehired in reverse order in accordance with the local seniority agreement.
45. The Division will, whenever possible, give at least ten (10) days notice prior to layoff to the employees affected.

- f. Employees who wish to be considered for advancement to a higher paid classification may make their wishes known by filing an application on forms provided by Management for this purpose.

As permanent openings occur at the Lexington Avenue Operation, all employees who have filed an application for the job opening will be given consideration for the job, and where ability, merit and capacity are equal, the applicant with the longest seniority will be given preference. In order for an application to be valid, it must have been on file at least thirty days (30) prior to the date the opening occurs. Employees will be permitted to have only one application on file at any given time under this provision.

Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion, or through transfer without regard to seniority or by new hire.

- g. In order to attain the classification of Relief Operator, an employee must be capable of and expected to fill in as relief engineers.
- h. Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with the seniority he/she had established prior to October 23, 1979, and all time worked in the bargaining unit subsequent to October 23, 1979, provided:
- (a) He/She previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.
- (b) His/Hers employment with the Corporation has remained unbroken. Such employee may be placed on the job to which his/hers seniority would entitle him/her under the local seniority agreement, beginning with the last previous job he held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, he may be placed in accordance with Paragraph (42). In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

It is understood that the above language does not apply to salaried training programs and short-term salaried assignments that do not exceed six (6) continuous months.

47. Any employee who has been incapacitated at his/hers regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on a job that is operating in the plant which he can do without regard to any seniority provisions of this Agreement, except that such employee may not displace an employee with longer seniority, provided, however, that by written agreement between local Management and the Plant Committee, any

such employee may be placed or retained on a job he/she can do without regard to seniority rules.

48. To protect his/hers seniority, it is the employee's responsibility to keep the Division and Management informed of his proper home address. Forms will be provided in the Personnel Department for this purpose.
49. Shift preference provisions may be negotiated locally as part of the local seniority agreement, which will provide sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.
 - (1) Employees with seniority working on one of the three established and recognized shifts may make application for transfer to one of the other two shifts, designating a preferred starting time on the other shift of his choice to the same job classification.
 - (2) Applicants must be qualified operators, able to perform the job in a satisfactory manner upon receiving perfunctory instructions. In the event that the employee is unable to perform the new job assignment in a satisfactory manner within 15 working days from date of transfer, the employee will be returned to the previous job assignment.
 - (3) Employees who are granted transfers to a preferred shift by exercising their seniority cannot make application for further shift transfer for a period of six (6) months from the effective date of such transfer.
 - (4) In any emergency that may arise, shift changes may be made by Management for the duration of the emergency, at the termination of the emergency, employees will be returned to their former shifts. If the emergency extends more than thirty days (30) days, the Business Agent of the Local Union will be notified.
50. For temporary reductions in production not exceeding four weeks, the workweek may be reduced before any employees are laid off, unless otherwise extended by local plant agreement.
51. Extra work in periods of part-time operations, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. Procedures for making information concerning equalization of hours status available to employees by department by supervisor will be established.

VIII. WORKING HOURS

52. For the purpose of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.

53. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is engaged.

54. Hourly and piece-rate will be compensated as follows:

55. Straight Time

- a. For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.
- b. For the first forty hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- c. For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

56. Time and One-Half

- a. For time worked in excess of eight hours in any continuous twenty-four hours beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.
- b. For time worked in excess of forty hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- c. For time worked on any shift which starts on Saturday.

57. Double Time

For time worked during the first eight hours worked on any shifts that start on Sundays and on each holiday specified in Paragraph 84; for time worked on the calendar Sunday or specified holiday in excess of the first eight hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

58. Exceptions to Above Overtime Payment

- a. Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in the employee's working week, for which

overtime has not already been earned except as otherwise provided in Paragraph (1) below:

- (1) Such employees shall be paid time and one-half for hours worked on the employee's sixth work day in the week.
- (2) Such employees shall be paid double time for hours worked on the seventh work day in the calendar week if the seventh work day results from the employee being required to work on his/hers scheduled off day(s) in that calendar week, or for hours worked on a Sunday if that Sunday is his/hers second scheduled off day in that calendar week.
- (3) Employees required to work on any of the scheduled holidays listed in Paragraph 84 shall receive two (2) times their hourly rate plus eight (8) hours straight time holiday pay for the first eight (8) hours worked; for time worked on the calendar holiday in excess of the first eight hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight hours worked on a shift which starts the previous day and runs over into any such holiday; provided, however, that if the particular holiday falls on the employee's regularly scheduled off day(s) and he/she receives holiday pay pursuant to Paragraph 86 of this Agreement, he will be paid double time instead of double time and one-half for such hours worked. In the case of employees who work 6 or 7 days during the work week, the first 8 hours worked at double time and one-half or double time, as the case may be, on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in the employee's working week.
- (4) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on the 7th work day in the calendar week, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.
- (5) If such an employee receives holiday pay pursuant to Paragraph 84 for a particular holiday on which he does not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-paragraphs (1), (2) and (4) above.
- (6) Such employees shall be paid an additional twenty-five cents (25¢) per hour for time worked, which shall be included to computing vacation pay allowance, vacation restricted, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, overtime and night shift premium.

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Section.

b. Night Shift Premium

A night shift premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart:

Scheduled Shift Starting Time	Amount of Shift Premium
(1) On or After 11:00 A.M. and Before 7:00 p.m.	Five Percent
(2) On or After 7:00 p.m. and on or Before 4:45 a.m.	Ten Percent
(3) After 4:45 a.m. and Before 6:00 a.m.	Ten Percent

When an employee covered by (1) above is scheduled to work more than nine hours and until or beyond 2:00 A.M. he/she shall be paid ten percent for the hours worked after 12 midnight.

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift he/she works on a particular day.

IX. CALL-IN PAY

59. Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours pay at the regular hourly rate, except in case of labor disputes or other conditions beyond the control of the local Management.

X. UNION BULLETIN BOARDS

60. The plant covered by this Agreement will erect bulletin boards, which may be used by the Union for posting notices approved by the Management and restricted to:
- a. Notices of Union recreational and social affairs.
 - b. Notices of Union elections.
 - c. Notices of Union appointments and results of Union elections.
 - d. Notices of Union meetings.
 - e. Other notices concerning bona fide Union activity such as: Cooperatives; Credit Unions and Unemployment Compensation information.

active service, the employee may arrange for the leave to begin up to thirty days prior to the induction date. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

- a. Has not been dishonorably discharged.
- b. Is physically able to do the work.
- c. Reports for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge for not more than one year.

The seniority of any employee who fails to report for work within the times specified in Paragraph 68(c) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.

As used in this Paragraph, "Armed Forces of the United States" is defined as, and limited to, the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

XII. VACATION PAY ALLOWANCE

69. The Vacation with pay allowance provisions of this section shall apply during the term of this agreement.

An employee shall become eligible for a vacation entitlement (vacation entitlement pay allowance and Vacation Restricted (VR) allowance) as hereinafter defined, provided he has at least one year's seniority as of December 31 and has worked during at least 13 pay periods during the eligibility year. For the purpose of this Vacation Entitlement Section only, a pay period during which an employee qualifies for pay pursuant to Paragraphs 83 through 91 for holidays falling within the Christmas Holiday Period, shall be counted as a pay period worked.

Each "eligibility year" shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

December 15 -	for an employee with December 31 eligibility date
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70. The number of hours of vacation pay allowance and vacation restricted credit to which an eligible employee shall be entitled shall be based on the employee's seniority as of his eligibility date and the number of pay periods during which he has worked in his eligibility year.

- a. An eligible employee who has worked at least 26 pay periods in his eligibility year shall be entitled to the following vacation pay allowance and vacation restricted credit:

VACATION ENTITLEMENT

For an Eligible Employee with Seniority of	Hours of Full Vacation Pay Allowance	Hours of Full Vacation restricted Credit
One but less than three years	40	40
Three but less than five years	60	40
Five but less than ten years	80	40
Ten but less than fifteen years	100	40
Fifteen but less than twenty years	120	40
Twenty or more years	160	40

- b. An eligible employee shall be entitled to a percentage of the full vacation pay allowance and vacation restricted credit shown in Paragraph 70(a), based on the number of pay periods he works in his eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Full Vacation Pay Allowance and Full Vacation Restricted Credit
26	100
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

Without modifying or adding to any other provision of the Vacation Entitlement Section, an employee who has not acquired one year's seniority as of December 31, shall nevertheless become eligible for a vacation entitlement allowance provided:

- (1) The employee has seniority as of his vacation pay eligibility date, and
- (2) The employee has worked during at least 13 pay periods in his vacation pay eligibility year.

An eligible employee who qualifies as provided herein shall be paid a percentage of 40 hours vacation pay allowance following his vacation pay eligibility date, based on the number of pay periods he works in his eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of 40 Hours Vacation Entitlement
26	100
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

71. An eligible employee may use his vacation restricted credit during the eligibility year following the date such vacation restricted is credited to him, provided his absence from work is not less than four (4) continuous hours and is excused for his illness (when not receiving Sickness and Accident Insurance Benefits), or personal business, or a leave of absence for vacation purposes.
 - a. The parties agreed that wherever possible, employees should provide a minimum of 48 hours notice, in advance, in order to become eligible for Vacation Restricted.
72. Vacation time off payments will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation entitlement will be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date of the last day worked prior to December 15, whichever produces the higher rate.
 - a. An employee whose seniority at any and all Delphi E and C Division plants is broken before his next eligibility date, shall be paid the unused portion, if any, of his vacation restricted credit in accordance with Paragraph 69.
 - b. An eligible employee who, at the time of his next eligibility date, has not used his entire vacation entitlement shall, in lieu of excused absence, be paid the unused portion at the rate established in accordance with Paragraph 72.
73. Notwithstanding the provisions of Paragraph 69, an employee who retires or is retired under the provisions of the Delphi E and C Division Hourly-Rate Employees Pension Plan, and who, but for his retirement, would have had at least one year's seniority as of his eligibility date, shall receive a vacation pay allowance and a vacation restricted credit in accordance with Paragraph 70(b), if he has worked at least 13 pay periods in the eligibility year in which he retires, or in accordance with the following provisions if he has worked less than 13 pay periods in the eligibility year in which he retires:
 - a. For each pay period during which he worked within the eligibility year in which he retires or is retired, he shall be paid one twenty-sixth (1/26) of the vacation pay allowance and vacation restricted credit provided for in Paragraph 70(a) for the amount of seniority he had at the time of his retirement.

74. An eligible employee who is placed on, or returns to work from, a Leave of Absence for Military Service pursuant to Paragraph 68, and who has not worked at least 13 pay periods in the eligibility year in which his Leave of Absence for Military Service begins or ends, shall receive a vacation pay allowance and a vacation restricted credit in accordance with the following:
- a. For each pay period during which he worked within the eligibility year in which the Leave of Absence for Military Service begins, he shall be paid one twenty-sixth ($1/26$) of the vacation pay allowance and vacation restricted credit provided for in Paragraph 70(a) for the amount of seniority he had at the time of his eligibility date.
 - b. For each pay period during which he worked within the eligibility year in which the Leave of Absence for Military Service ends, he shall be paid one twenty-sixth ($1/26$) of the vacation pay allowance and credited with one twenty-sixth ($1/26$) of the vacation restricted credit provided for in Paragraph 69(a) for the amount of seniority he had at the time of his eligibility date.
75. An employee disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods he would otherwise have been scheduled to work during the period of compensable disability, provided he has worked during at least 13 pay periods in his eligibility year and is otherwise eligible for a vacation pay allowance and a vacation restricted credit.
76. In the case of an employee who has worked during at least 13 pay periods in his eligibility year and who dies prior to his eligibility date, the vacation entitlement to which he would have been entitled had he lived, based on the number of pay periods during which he worked, shall be paid to his duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relatives or dependents of such person as the Corporation in its discretion may determine.

77. An employee's "eligibility year" shall be the 52 pay periods ending with the last complete pay period in which his eligibility date occurs.
78. The Corporation will deduct from earnings subsequently due and payable the amount of any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.
79. In determining the number of pay periods an employee shall have worked in his eligibility year, he shall be credited with one pay period for each pay period in which he performs work in any Delphi E and C Division plant during that year.
80. In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year, and who retires during his next eligibility year under the provisions of Delphi E and C Division Hourly-Rate Employees Pension Plan before returning to work, his retirement, for the purpose of this Vacation Pay Entitlement Section only, shall be deemed to have occurred as of the day following his last day worked.
81. Any person transferred into a bargaining unit covered by this Agreement shall receive no more under this Vacation Entitlement Section than the amount of money, if any, by which the vacation pay allowance and vacation restricted to which he may thereafter become entitled under this Agreement during the calendar year in which such transfer occurs, exceeds the amount of pay during vacation or the vacation allowance in lieu of taking vacation and vacation restricted which he received from the Corporation for the same calendar year.
82. Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle them on December 31 of the current year, in a manner that preserved the maintenance of efficient operations while giving consideration to the desires of the employee.

XIII. VACATION TIME OFF PROCEDURE

- 83a. Management at each plant will establish a procedure whereby employees in a period of not less than thirty (30) days in the first quarter of each calendar year, may make application in writing for vacation time off, indicating first, second and third choices. In the event more employees apply for time off than can be spared from the job at a given time, plant

seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement or inventory will be given first consideration for time off during periods other than shut-down period.

- 83b. (1) An employee who has at least two (2) years' seniority as of their last vacation eligibility date may apply for forty (40) hours of advance vacation pay. Such payment will be calculated in accordance with Paragraph (83b)(2) and will be paid in the pay period immediately preceding the approved vacation period provided:
- (a) The employee has an approved vacation time off application.
 - (b) The employee is eligible for vacation entitlement pursuant to Paragraph (70a) that is at least equal to the amount of vacation requested;
 - (c) The advance payment cannot be requested for consecutive vacation weeks, and can only be requested for an entire pay period.
 - (d) The employee makes application for the advance vacation payment, in writing, at least two (2) weeks prior to payment of the advancement; and
 - (e) The employee takes the vacation time off. Once the advance vacation is approved, the employee will not be permitted to cancel vacation time off.
- (2) Advance vacation pay paid pursuant to Paragraph (83b)(1) will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, at the time the application for advance vacation pay is processed.
- (3) Recovery of this advance payment made to an employee who does not meet the requirements of Paragraph (83a)(1)(e) will be made from their next regular paycheck(s).

XIV. HOLIDAY PAY

84. Employees shall be paid for specified holidays and the holiday in each of the Christmas holiday periods as provided hereinafter:

1st Year

November 14, 2003 Veterans Day (Observed)
November 27, 2003 Thanksgiving
November 28, 2003 Day after Thanksgiving
December 24, 2003
December 25, 2003
December 26, 2003
December 29, 2003 Christmas Holiday Period
December 30, 2003
December 31, 2003

January 1, 2004

January 2, 2004

January 19, 2004 Martin Luther King, Jr. Day

April 9, 2004 Good Friday

April 12, 2004 Day after Easter

May 28, 2004 Friday before Memorial Day

May 31, 2004 Memorial Day

July 5, 2004 Independence Day (Observed)

September 6, 2004 Labor Day

2nd Year

November 2, 2004 Federal Election Day

November 15, 2004 Veterans' Day (Observed)

November 25, 2004 Thanksgiving

November 26, 2004 Day after Thanksgiving

December 24, 2004

December 27, 2004

December 28, 2004 Christmas Holiday Period

December 29, 2004

December 30, 2004

December 31, 2004

January 17, 2005 Martin Luther King, Jr. Day

March 25, 2005 Good Friday

March 28, 2005 Day after Easter

May 27, 2005 Friday before Memorial Day

May 30, 2005 Memorial Day

July 4, 2005 Independence Day

September 5, 2005 Labor Day

3rd Year

November 8, 2005 Local Election Day

November 14, 2005 Veterans' Day (Observed)

November 24, 2005 Thanksgiving

November 25, 2005 Day after Thanksgiving

December 26, 2005 Christmas Holiday Period

December 27, 2005

December 28, 2005

December 29, 2005

December 30, 2005

January 2, 2006

January 16, 2006 Martin Luther King, Jr. Day

April 14, 2006 Good Friday

April 17, 2006 Day after Easter

May 29, 2006 Memorial Day

July 4, 2006 Independence Day

September 4, 2006 Labor Day

4th Year

November 7, 2006 Federal Election Day
November 13, 2006 Veterans' Day (Observed)
November 23, 2006 Thanksgiving
November 24, 2006 Day after Thanksgiving
December 25, 2006
December 26, 2006 Christmas Holiday Period
December 27, 2006
December 28, 2006
December 29, 2006
January 1, 2007
January 15, 2007 Martin Luther King, Jr. Day
April 6, 2007 Good Friday
April 9, 2007 Day after Easter
May 28, 2007 Memorial Day
July 4, 2007 Independence Day
September 3, 2007 Labor Day

Providing they meet all of the following eligibility rules unless otherwise provided herein:

- a. The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
- b. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- c. The employee must have worked the last scheduled work day prior to and the next scheduled worked day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

85. Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in a Paragraph 84, computed at their regular straight time hourly rate exclusive of overtime premium.

90. When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which he receives jury duty pay pursuant to Paragraph 102 of this Agreement, and he is absent from work during his regularly scheduled work week because of such vacation or jury duty, he shall be paid for such holiday.
91. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, he shall be eligible for pay for that holiday. An eligible employee whose leave of absence terminated during the Christmas holiday period, and who reports for work on the next scheduled work day after the Christmas holiday period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the Christmas holiday period.
92. Employees not working in necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.
93. When any of the above-enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.
94. It is understood that local wage agreements consist of the wage scale by job classification as were in effect in the local wage agreements as of the effective date of this agreement plus any written changes, additions or supplements thereto. Any changes, additions or supplements thereto shall be reduced to writing and are subject to the approval of the Corporation and the International Union.

XV. WAGES

95. (a) Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs (d) and (e).

It is agreed that only Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

- (b) The Cost of Living Allowance provided for in Paragraph (a) shall be added to each employee's hourly wage rate (or straight time hourly earned rate) and will be adjusted up or down as provided in Paragraphs (d) and (e).

- (c) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (current series), (CPI-W) (for all items, less medical care, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982 – 1984 – 100).
- (d) Effective with the date of this Agreement, \$2.00 shall be reduced from the \$2.05 Cost of Living Allowance in effect immediately prior to that date and \$2.00 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date, for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the C.O.L.A. shall be made at the following times:

<u>Effective Date of Adjustment</u>	<u>Based upon three months average of consumer price index for:</u>
December <u>1, 2003</u>	August, September, October, <u>2003</u>
First pay period beginning on or after: March <u>1, 2004</u> and at three-calendar month intervals thereafter to June <u>4, 2007</u>	November, December <u>2003</u> and January, <u>2004</u> and at three-calendar month intervals thereafter to February, March, April, <u>2007</u> .

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 174.12 provide the basis for a reduction in the wage scale by job classification.

- e. The amount of the Cost of Living Allowance shall be five cents (\$.05) per hour effective with the effective date of this Agreement and ending November 30, 2003. Effective December 1, 2003 and for any period thereafter as provided in Paragraphs (95)(a) and (95)(d) the Cost of Living Allowance shall be in accordance with the following table:

<u>THREE-MONTH AVERAGE CONSUMER PRICE INDEX</u>	<u>COST OF LIVING ALLOWANCE</u>
<u>174.12 or less</u>	None
<u>174.13 - 174.20</u>	1¢ per hour
<u>174.21 - 174.28</u>	2¢ per hour
<u>174.29 - 174.36</u>	3¢ per hour
<u>174.37 - 174.44</u>	4¢ per hour
<u>174.45 - 174.53</u>	5¢ per hour
<u>174.54 - 174.61</u>	6¢ per hour
<u>174.62 - 174.69</u>	7¢ per hour
<u>174.70 - 174.77</u>	8¢ per hour
<u>174.78 - 174.85</u>	9¢ per hour

And so forth in accordance with the Letter of Understanding signed by the parties

- f. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, independence week shutdown, holiday payments, call-in pay, bereavement pay, jury duty pay, vacation restricted and short-term military duty pay.
- g. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods, any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.
- h. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months.
- i. The continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the Corporation may request such agency to make available, for the life of this Procedure, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.
- j. For each adjustment during the fifteen three-month periods beginning December 1, 2003 and ending on June 3, 2007, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of increase so required each three-month period shall be reduced by two cents (.02), or by the amount of the increase, whichever is less.

Following the adjustment for the three-month period beginning June 4, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 4, 2007.

attached hereto as Exhibit "A", Exhibit "B" and "C", Exhibit "H", Exhibit "F" and Exhibit "D" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Insurance Program or the Personal Savings Plan (PSP) or the Profit Sharing Plan or the Income Security Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in this Agreement.

XXI. WAIVER

110. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agree that the others shall not be obligated, except as otherwise specifically provided in Paragraphs 2 through 110 exclusive hereof, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agree that the others shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.
111. Partial Invalidity of Agreement - Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this agreement.
112. Separability - In the event that any of the provisions of this Agreement or any local agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

In witness whereof, the parties have caused their names to be subscribed by their duly
authorized officers and representatives the day and the year first above written.

Local # 832S
International Union of
Operating Engineers, AFL-CIO

Delphi E and C Division
Delphi Corporation
Rochester, New York

James Glucka

Glenn Spitz

Richard L. [unclear]

Edward P. [unclear]

Carlton Smith

Thomas J. [unclear]

Robert J. [unclear]

WAGE AGREEMENT

Entered into this 24th day of March 2004, between Delphi C and E Division and Local 832S, International Union of Operating Engineers, A.F.L.-C.I.O.

The parties to this Agreement agree that the base rates listed herein shall become effective March 24, 2004 and reflect the wages for employees as defined by Paragraph 95(a) of the Agreement between Delphi C and E Division and Local 832S, International Union of Operating Engineers, A.F.L.-C.I.O. dated this 24th day of March 2004.

I. HIRING RATES

- A. Employees will be hired on classifications having merit spreads at a rate no lower than the minimum rate of the merit spread, except that such an employee shall receive the maximum rate of his classification within three (3) months from the date on which he is so classified or acquires seniority, or in the case of a newly hired journeyman, within three (3) months from the date on which he acquires seniority.
- B. Seniority employees, upon rehire, will be treated in the same manner as transferred employees in the establishment of their rates, as outlined in the applicable paragraph below.
- C. New employees hired on or after the effective date of this Agreement, who do not hold a seniority date in any Delphi Corporation plant and are not covered by the provisions of Paragraph (E) below, shall be hired at a rate equal to seventy (70) percent of the maximum base rate of the job classification. Such employees shall receive an automatic increase to:
 - (1) Seventy-five percent (75%) of the maximum base rate of job classification at the expiration of twenty-six (26) weeks.
 - (2) Eighty percent (80%) of the maximum base rate of the job classification at the expiration of fifty-two (52) weeks.
 - (3) Eighty-five percent (85%) of the maximum base rate of the job classification at the expiration of seventy-eight (78) weeks.
 - (4) Ninety percent (90%) of the maximum base rate of the job classification at the expiration of one hundred and four (104) weeks.
 - (5) Ninety-five percent (95%) of the maximum base rate of the job classification at the expiration of one hundred and thirty (130) weeks.
 - (6) Maximum base rate of the job classification at the expiration of one hundred and fifty-six (156) weeks.

Employees will receive credit for all wage progression purposes for full weeks of time lost vacation during the Plant Vacation Shutdown Week, Bereavement,

II. RATES FOR TRANSFERRED EMPLOYEES

A. Transferred to a Higher Rated Classification -

When an employee is transferred to a higher rated classification, he will be transferred at his current rate of the hiring rate of the new classification, whichever is higher.

B. Transferred to an Equal or Lower Rated Classification -

Any employee who is transferred to a classification having the same or a lower rate, the employee's rate will remain the same or be set at the maximum rate for the classification, whichever is lower.

III. GENERAL WAGE INCREASE

Effective September 19, 2005 each employee covered by this agreement shall receive a wage increase in his straight time hourly wage rate (exclusive of cost of living allowance and shift premium, seven day operation, and any other premiums) in accordance with the following table:

TABLE I

Straight Time Hourly Wage Rates	Wage Increases
Up thru -25.25	50¢
25.25 - 25.74	51¢
25.75 - 26.24	52¢
26.25 - 26.74	53¢
26.75 - 27.24	54¢
27.25 - 27.74	55¢
27.75 - 28.24	56¢
28.25 - 28.74	57¢
28.75 - 29.24	58¢
29.25 - 29.74	59¢
29.75 - 30.24	60¢
30.25 - 30.74	61¢
30.75 - 31.24	62¢
31.25 - 31.74	63¢
31.75 - 32.24	64¢
32.25 - 32.74	65¢
32.75 - 33.24	66¢
33.25 - 33.74	67¢
33.75 - 34.24	68¢
34.25 - 34.74	69¢
34.75 - 35.24	70¢
35.25 - 35.74	71¢

Note: In the case of a classification, the rate for which is determined by the wage rule in the local agreement relating the rate for the classification to the rate for another classification or classifications, the above table will determine the rate for the classification where there is a conflict with such wage rule.

Effective September 18, 2006, each employee covered by this agreement shall receive a wage increase in the employee's straight time hourly wage rate (exclusive of cost-of-living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

TABLE II

Straight Time Hourly Wage Rates	Wage Increases
Less than \$25.50	76¢
25.50 - 25.83	77¢
25.84 - 26.16	78¢
26.17 - 26.49	79¢
26.50 - 26.83	80¢
26.84 - 27.16	81¢
27.17 - 27.49	82¢
27.50 - 27.83	83¢
27.84 - 28.16	84¢
28.17 - 28.49	85¢
28.50 - 28.83	86¢
28.84 - 29.16	87¢
29.17 - 29.49	88¢
29.50 - 29.83	89¢
29.84 - 30.16	90¢
30.17 - 30.49	91¢
30.50 - 30.83	92¢
30.84 - 31.16	93¢
31.17 - 31.49	94¢
31.50 - 31.83	95¢
31.84 - 32.16	96¢
32.17 - 32.49	97¢
32.50 - 32.83	98¢
32.84 - 33.16	99¢
33.17 - 33.49	1.00
33.50 - 33.83	1.01
33.84 - 34.16	1.02
34.17 - 34.49	1.03
34.50 - 34.83	1.04
34.84 - 35.16	1.05
35.17 - 35.49	1.06
35.50 - 35.83	1.07
35.84 - 36.16	1.08
36.17 - 36.49	1.09

IV. GENERAL PROVISIONS

- A. All increases or decreases in rate shall be made effective at the beginning of the pay period (Monday) provided the employee has actually been transferred to the new classification on or before that date.
- B. In order to establish a standard procedure covering the effective date of automatic rate increases, all such increases that would normally become effective on Monday, Tuesday or Wednesday of any given week, shall be made effective on Monday of that week.

All automatic increases that would normally become effective on Thursday, Friday or Saturday of any given week, shall be made effective on the following Monday.

CLASSIFICATION	RATE	RATE	RATE
	<u>2003-2004</u>	<u>2005</u>	<u>2006</u>
Power House-Shift Engineer-Leader (Classification 0505)	Min <u>\$29.80</u> Max <u>\$30.00</u>	Min <u>\$30.40</u> Max <u>\$30.60</u>	Min <u>\$31.32</u> Max <u>\$31.52</u>
Power House-Shift Engineer (Classification 0502)	Min <u>\$29.40</u> Max <u>\$29.60</u>	Min <u>\$29.99</u> Max <u>\$30.19</u>	Min <u>\$30.90</u> Max <u>\$31.10</u>
Power House-Relief Operator (Classification 0504)	Min <u>\$28.96</u> Max <u>\$29.16</u>	Min <u>\$29.54</u> Max <u>\$29.74</u>	Min <u>\$20.43</u> Max <u>\$30.63</u>

This Agreement shall run concurrently and will be subject to the terminal provisions of Master Agreement dated March 24, 2004.

APPENDIX A

1. Company Issued Uniforms
A program will be instituted to provide company issued uniforms to Power House personnel similar to the program currently in effect for UAW Skilled Tradesmen. Foul weather coats will be provided to each employee. Additional boots will be provided on an as needed basis.
2. Maximum Product Discount
The Maximum Product Discount provided for under the terms of the 2003 Delphi-UAW National Agreement will be extended to IUOE represented employees.
3. Tuition Assistance Plan
The Tuition Assistance provided for under the terms of the 2003 Delphi-UAW National Agreement will be extended to IUOE represented employees.
4. Physicals
Management has agreed to review the appropriateness of the current physicals and implement any additional testing deemed necessary.
5. Safety Committee
The parties agreed to establish a Safety Committee to meet on a regular basis and discuss items of membership concern.
6. Voluntary Political Contributions
A program will be implemented for the IUOE members similar to that provided for under the terms of the 2003 Delphi-UAW National Agreement.
7. Personal Savings Plan (PSP)
The Personal Savings Plan (PSP) provided for under the terms of the 2003 Delphi-UAW National Agreement will be extended to IUOE represented employees.
8. Snow Days
In the event that the plant is officially due to severe weather conditions, Power House employees that come to work on that day will be compensated at a rate of time and one-half.
9. Profit Sharing Plan
The Profit Sharing Plan provided for under the terms of the 2003 Delphi-UAW National Agreement will be extended to the IUOE represented employees.

APPENDIX D

MEMORANDUM OF UNDERSTANDING INTERNATIONAL UNION OPERATING ENGINEERS HOURLY JOB OPENINGS

Management advised the union that as future openings occur for new hires in hourly job positions at the Delphi E and C Division - Rochester, New York facility, Management will give consideration to current Powerhouse employees who become laid off as a result of a conversion provided they have not broken their service with the Corporation and are capable of performing the work, for the life of this agreement.

Consideration to laid off I.U.O.E. employees for hourly job openings at Delphi E and C Division, Rochester, New York is solely and exclusively determined by Management. If local Management extends an offer of hourly employment to a laid off I.U.O.E. employee it will do so with the following understandings:

- All contractual obligations to laid off UAW/Delphi employees must be satisfied before any laid off I.U.O.E. members are offered hourly employment.
- Laid off I.U.O.E. employees capable of performing the job will be considered in seniority order, highest seniority first.
- Laid off I.U.O.E. employees who are placed in hourly job openings will be considered as new hires as outlined in the 2003 UAW/Delphi National Agreement.

The hiring and placement of said employees is dependent upon operational conditions and the needs of the business which may vary from time to time. The above expressed commitment by Management does not infringe upon applicable Delphi hiring policies and procedures, its rights to hire, promote and maintain discipline or efficiency of employees.

APPENDIX F

Independence Shutdown and Vacation Shutdown Weeks

A two week shutdown period was negotiated in each year of the agreement made up of an Independence Week Shutdown (I.W.S.), to be followed or preceded by a Vacation Shutdown Week. The Independence Week Shutdown will be funded with money employees previously received as a Christmas Bonus. The Vacation Shutdown Week will require all employees who are not scheduled to work to utilize Vacation Entitlement days. Those employees who are scheduled and work, will receive straight time pay for the work performed and will also receive additional time off for days worked during the I.W.S.

During February of each year, the local Management will notify the Local Union of its decision to schedule the week before or the week after the Independence Week Shutdown period as a Plant Vacation Shutdown Week.

Independence Shutdown Week

Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided:

- 1) The employee has seniority in a Delphi E and C Division plant as of the date of each of the Independence Week Shutdown Days,
- 2) The employee is on the active rolls and would otherwise have been scheduled to work if it had not been observed as an Independence Week Shutdown Day,
- 3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day.

APPENDIX H

Memorandum of Understanding Employment Security

During these negotiations, the respective parties expressed a mutual commitment that Delphi Corporation employees receive a full measure of employment security, and mutual recognition that this measure of employment security can only be realized within a work environment which promotes operational effectiveness and provides for flexibility with regard to the assignment of employees. It further recognizes the need of the respective parties to encourage and support efforts to improve operational effectiveness.

It is therefore agreed that, Rochester Operations Powerhouse, International Union of Operating Engineers, represented hourly employees in the active workforce with one or more years of service as of the effective date of the Agreement; and (a) employees in the active workforce with less than one year service on the effective date of the Agreement who subsequently attain one year of service; (b) employees with one or more years of service who are recalled and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (c) employees with less than one year of service who are recalled and subsequently attain one year of service and are actively at work, on vacation or receive pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; or (d) employees newly hired after the effective date of the Agreement who attain three years of service will not be laid off except for:

1. Volume related declines attributable to market related conditions, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;
2. Acts of God or other such reasons beyond the control of the Corporation;
3. The sale of a part of the Corporations operations as an ongoing business;
4. The layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary;
5. The cessation of business at a Corporation facility that does not involve outsourcing;
6. Model change or plant rearrangement until the employee otherwise would have been recalled; or,
7. Displacement by a more seniority employee entering the active workforce.

Employees who, except for those events listed above, would otherwise be permanently laid off will be eligible for this treatment under this Memorandum. Employees who so qualify, may be: 1) placed in a training program; 2) used as replacements to facilitate the training of other employees; 3) placed on job openings at other Delphi locations; 4) given job assignments within or outside the bargaining unit which may be non-traditional; 5) placed in existing openings or given other assignments consistent with the purpose of this Memorandum.

Hours spent by employees on assignments specified in this Memorandum are not to be considered as compensated hours (paid from the Corporation) for the purpose of determining Corporate contributions to Individual Income Security Fund Account and therefore no contributions will be credited to such accounts for such hours.

In order to qualify under the terms of this Memorandum, employees must be willing to accept an offer of employment in their home unit or elsewhere within Delphi Corporation and must be willing to participate in developmental activities designed to prepare them to fill regular opening caused by attrition. Employees assigned pursuant to this Memorandum will be paid the regular straight time hourly rate for the classification they last held prior to being so assigned. If, after being assigned pursuant to this Memorandum, employees perform assignments identified as work associated with specific hourly rated job classifications, they will receive the established rate for such work consistent with the Local Wage Agreement.

Notwithstanding the above, the Corporation may wish to authorize incentive programs for separation and retirement that may be offered by local management from time to time. The purpose of such programs is to encourage additional attrition and to minimize the need for layoffs.

The Memorandum will become effective January 1, ~~2000~~2004 or the effective date of the Splinter Unit Agreement, whichever is later, and will remain in effect until the expiration of the Splinter Unit Agreement or December 31, ~~2003~~2007 whichever occurs first. However, this Memorandum shall not result in a Corporate financial liability which exceeds an amount equal to \$2,757,200.00. Earnings, including wages and wage related payments, received by employees as a result of this Memorandum will be charged against this maximum liability amount. The cost of benefits and other payments made or incurred on behalf of employees as a result of this Memorandum, specifically, health care (including dental and vision), group insurance, pensions, and FICA will be charged against this maximum liability. The cost of incentive programs to encourage separation or retirement will be excluded from calculating the cost of benefits to be charged against the maximum liability amount. In the event such a financial liability is reached, this Memorandum will be discontinued. Thereafter, to the extent that layoffs of such employees are required, the applicable provisions of the Splinter Unit Agreement shall apply.

This Memorandum will not be subject to the grievance procedure. Any unresolved complaints will be reviewed by the parties and settled expeditiously consistent with the intent and purpose of this Memorandum.

Exhibit G

UAW-Delphi Supplemental Agreement

In accordance with the Memorandum of Understanding agreed to as part of the 2003-2007 National Agreement between International Union, UAW (hereinafter referred to as UAW) and Delphi Corporation (hereinafter referred to as Delphi), the UAW and Delphi agree as follows regarding wage and benefit levels and other matters applicable to employees hired after the effective date of this Supplement. Except as otherwise specified in this Supplement, employees hired after the effective date of this Supplement will be covered in all respects by the UAW-Delphi National Agreement.

Notwithstanding the foregoing, or anything else to the contrary, Articles 2 and 3 of this Supplement apply to all UAW-represented Delphi facilities covered by the 2003 UAW-Delphi National Agreement.

Article 1

Duration

This Supplement shall take effect on May 3, 2004 ("Effective Date") and continue until 11:59 p.m. on September 14, 2011, subject to the modification and termination provisions of Paragraph (223) of the 2007 UAW-Delphi National Agreement. In the event the parties negotiate an expiration date for the 2007 UAW-Delphi National Agreement that is different from September 14, 2011, the expiration date of this Supplement shall be amended to run coterminous with the 2007 UAW-Delphi National Agreement.

Applicability

The terms of this Supplement apply to all hourly bargaining unit employees newly hired on or after the Effective Date at all Delphi facilities covered by the UAW-Delphi National Agreement, including temporary employees on the roll prior to the Effective Date who are subsequently converted to permanent status.

Seniority and Transfers

Employees hired under this Supplement will be eligible to transfer within the classifications covered by this Supplement in accordance with applicable National or Local Agreement provisions, and may apply and be transferred, if qualified, to the skilled trades, apprentice or EIT classifications. Notwithstanding any such transfer, these employees will continue to be covered by this Supplement.

Wages and Classification Groupings

There are three (3) production wage rates and corresponding classification groupings set forth in Attachment A to this Supplement. Disputes over the placement of any remaining classifications into these classification groupings that are not resolved by the local parties will be referred to the National Parties.

Employees covered by this Supplement will receive the following rates of pay:

	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
Production Rates -	\$18.50	\$16.50	\$14.50
Starting Rates -	\$14.00	\$14.00	\$14.00

Employees covered by this Supplement will receive an increase equal to three percent (3%) of their hourly rate at the expiration of every 26 weeks from the date of hire until the full rate is attained. The applicable rate, including the amount of each increase is set forth in the table below:

Number of Weeks	Group A	Group B	Group C
0 – 26	\$14.00	\$14.00	\$14.00
27 – 52	\$14.42	\$14.42	\$14.42
53 – 78	\$14.85	\$14.85	\$14.50
79 – 104	\$15.30	\$15.30	
105 – 130	\$15.76	\$15.76	
131 – 156	\$16.23	\$16.23	
157 – 182	\$16.72	\$16.50	
183 – 208	\$17.22		
209 – 234	\$17.74		
235 – 260	\$18.27		
261	\$18.50		

In addition, employees covered by this Supplement will receive cost-of-living adjustments (COLA) based on the new formula in the UAW-Delphi National Agreement. COLA adjustments and any COLA accumulation will start with the second quarterly COLA adjustment of the fourth year of the Supplement.

For the period starting with the first COLA adjustment as provided above, through the second quarter of the sixth year of the Supplement, COLA adjustments will be paid at 70 percent (70%) of the full amount of the COLA adjustment. Beginning with the third quarter of the sixth year of the Supplement, COLA adjustments will be at 100 percent (100%) of the full amount of the COLA adjustment.

These COLA adjustments will be applied to the Starting Rates, the Production Rates, and all intermediate rates described above.

A Performance Bonus equal to three percent (3%) of Qualified Earnings will be paid in 2005, 2006, 2007, 2008, 2009 and 2010 to employees covered by this Supplement in accordance with the following table, provided the employee has seniority as of the designated eligibility date:

Eligibility Date	Amount	Payable during week ending
May 2, 2005	3% of qualified earnings	May 29, 2005
May 1, 2006	3% of qualified earnings	May 28, 2006
April 30, 2007	3% of qualified earnings	May 27, 2007
April 28, 2008	3% of qualified earnings	May 25, 2008
April 27, 2009	3% of qualified earnings	May 24, 2009
April 26, 2010	3% of qualified earnings	May 23, 2010

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls. Qualified Earnings for this purpose shall be calculated on the same basis and on the same compensation as performance bonuses are calculated in the UAW-Delphi National Agreement.

The Performance Bonus provided for 2010 is based on the parties' assumption that the 2007 UAW-Delphi National Agreement will have a duration of four (4) years. Should the duration be longer or shorter, the parties will add or delete Performance Bonuses as necessary to be consistent with the duration of the Agreement and the parties' intent to provide one Performance Bonus each year of the Agreement.

The wage rates for skilled trades employees provided in the UAW-Delphi National Agreement will continue to cover skilled trades employees, including journeymen/women hired after the Effective Date, new apprentices hired directly into an apprentice classification after the Effective Date, and production employees hired under this Supplement who are subsequently promoted to a journeyman/woman classification, transferred to EIT or EITS status, or indentured as an apprentice. However, the remaining provisions of this Supplement, including benefits, will apply to such employees hired after the Effective Date.

Vacation Entitlement

The maximum annual vacation entitlement for employees covered by this Supplement shall be 160 hours.

Independence Week Period

National Agreement Paragraphs (202) (d), (202) (e), (202) (f) and (202) (g) will not apply to employees covered by this Supplement. For any days on which an employee covered by this Supplement who has obtained seniority and is not scheduled to work during the Independence Week Period, such employee will have the option of using Vacation Entitlement hours, if available, or be granted an unpaid leave of absence for such Independence Week Period.

Memorandum of Joint Activities and Legal Services

The funding provisions of Section III, subsections A and B of the Memorandum of Understanding – Joint Activities and Item 19 (Contract Settlement Agreement) of the UAW-Delphi National Agreement will be suspended for the duration of this Supplement with respect to hours worked by employees covered by this Supplement. Such employees will be covered by the Training Program, Health & Safety Program, Quality Network Program, the administration of the Dependent Care Spending Plan, specific Work/Family Programs, i.e. the Diversity Program, Employee Assistance Program, Critical Incident Intervention Program, and the Workplace Violence Initiatives Program. These programs, services and related activities will continue to be jointly administered, developed and implemented, and any costs incurred for these matters for employees covered by this Supplement will be the responsibility of Delphi Corporation.

Document 129 – Retiree Tuition Assistance Plan, Document 130 – UAW-Delphi Scholarship Program for Dependent Children, Exhibit I – Group Legal Services Plan, the Tuition Assistance Program, Pre-and Post-Retirement programs, the National Paid Educational Leave Program, Child and Elder Care referral services, the Homework Hotline, and any subsidy for any child care center usage will also be suspended for employees covered by this Supplement.

Such programs or services will be offered if the parties are able to develop a process for making such programs or services available to employees covered by this Supplement on a space-available basis without cost.

Document 38 – Orientation Program

The National New Hire Orientation Program developed by the Center for Human Resources will be modified to incorporate a thorough understanding of the auto and truck component industry's need to transform to meet the challenges of the marketplace. The program will include the role of the parties in preserving jobs while still maintaining the core values historically provided in the parties' bargaining agreements.

Benefit Plans

Except as set forth in this Supplement or Attachment B, employees covered by this Supplement will be covered by the benefit plans set forth in the UAW-Delphi National Agreement.

Preferential Hiring Opportunities at General Motors Plants

During the negotiations of this Supplement the parties discussed the desirability of providing employees covered by this Supplement preferential hiring as new employees at General Motors facilities. The parties agreed to discuss this arrangement with the appropriate representatives of General Motors and work together to develop a tripartite process to allow this arrangement.

Appendix A

The following Sections of Appendix A and the corresponding references in the Placement Procedure will not apply to employees covered by this Supplement:

- II. Extended Area Hire Placement
- III. Area Hire Protected Status Non-Volunteers
- IV. Area Hire Placement From Plants Without Replacement
- V. Extended Area Hire Placement From Plants Without Replacement
- VIII. Seniority Return to Former Community

Appendix K

Appendix K is not applicable to employees covered by this Supplemental Agreement.

Article 2

In addition to the foregoing, Delphi agrees that its commitments set forth herein are, and are expressly intended to be, definitive and enforceable as described below. In that spirit, Delphi commits to the following:

Capital Investments and New Product Allocation

Delphi commits that it will allocate new product awards, both GM and non-GM, to UAW-represented facilities and make sufficient capital investments at those sites to allow them to be competitive, improve product quality, improve operational effectiveness and be viable for the long term. Delphi will recognize and honor these commitments in every step in the development and implementation of Delphi's fundamental business plans and objectives. The parties recognize that new product allocation and capital investment decisions are dependent on success in securing product programs. The parties also recognize that such allocation and investment decisions are dependent upon the overall economic climate, consumer preferences, and customer sourcing decisions.

As an illustration that Delphi has started the process of fulfilling these commitments, in the past 15 months Delphi has been awarded programs from 18 non-GM customers, which will be allocated for manufacture at 10 UAW-Delphi locations and which have a total projected program value of \$188 million. Delphi also is actively pursuing another ten customers for work associated with six product lines which, if secured, will be allocated to UAW-Delphi facilities.

GM Business

Delphi commits to focus on maintaining present GM business, winning back GM business lost since the spin-off and winning new GM business.

As an illustration that Delphi has started the process of fulfilling these commitments, in addition to the \$1.1 billion annual purchase value of GM business announced during 2003 negotiations, Delphi has been awarded other GM business at its UAW plants which has a projected total program value of over \$545 million. In its pursuit of GM work previously lost, Delphi is in active discussion with GM concerning programs previously awarded to two other suppliers. If successful, the return of all of this business would represent up to an additional \$300 million projected total program value of work at Delphi's UAW facilities. Delphi is currently actively bidding on 13 other GM product lines, including programs where UAW-Delphi facilities are the defending supplier and others which would represent new GM business. If Delphi is successful in winning these programs, it would represent approximately \$4.1 billion projected total program value that would be assigned to UAW-represented facilities.

Supervisory Staffing

Delphi commits to have an appropriate level of staffing for supervision of bargaining unit members at UAW-represented sites, as determined by mutual agreement.

Equivalence of Sacrifice

Delphi commits to the principle of "equivalence of sacrifice" when establishing compensation and benefit levels for salaried employees and management, to ensure that sacrifices by UAW-represented employees are reflected in the pay and benefit practices of all non-represented employees.

Local Operating Practices

Delphi commits to negotiate and implement local operating practices that are competitive in the U.S. automotive and truck component industry.

Flowback to GM Facilities

Delphi commits to provide opportunities for the flowback of UAW-represented Delphi employees not covered by this Supplement to GM facilities, on a mutually agreed basis and consistent with the provisions of the UAW-GM-Delphi Flowback Agreement.

Enhanced Retirement and Separation Incentives

Delphi commits to develop mutually satisfactory retirement and separation incentives for UAW-represented Delphi employees not covered by this Supplement.

Document 13

Notwithstanding the expiration date of this Supplement or any other provision herein, during the 4-year period following the expiration of the 2003-2007 UAW-Delphi National Agreement, except by mutual agreement with the Union, the Corporation will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset, or business unit of any type constituting a bargaining unit under the UAW-Delphi National Agreement.

It is understood that conditions may arise that are beyond control of the Corporation, e.g., act of God, and could make compliance with this commitment impossible. Should such conditions occur, the Corporation will review the conditions and their impact on a particular location with the Union.

Article 3

Scope

Except as specifically provided in this Supplement, all provisions of the 2003 National Agreement, supplements and understandings and local agreements existing as of the Effective Date shall apply to employees covered by this Supplement.

Any future changes to the UAW-Delphi National Agreement, supplements or understandings will apply to employees covered by this Supplement only by express agreement between the National Parties.

Compliance - Dispute Resolution

Disputes, local and national, involving the application or interpretation of this Supplement, including but not limited to the commitments set forth in Article 2 above, will be reviewed by a Joint Committee consisting of three (3) members appointed by the UAW Vice President and Director of the General Motors Department and three (3) members appointed by the Vice President, Human Resources Management, Delphi Corporation.

The Joint Committee shall meet at least quarterly. Delphi shall make a written report to the Joint Committee at each such meeting, which shall detail all new information on each of the topics covered by Article 2, what steps Delphi has taken to comply with its obligations in those areas and what further steps Delphi intends to take in each of those areas. Delphi will provide information as necessary on any issues raised for discussion or resolution.

The Joint Committee will have full authority to settle all matters that are properly before it, recognizing that disputes governed by appeal procedures of the respective Benefit Plans, and other issues consistent with applicable law, may be outside the scope of the Committee's authority. If the Joint Committee is unable to resolve a matter properly before it, other than wage, compensation and benefit levels for salaried employees and management, it will refer the matter directly to arbitration, using the arbitration provisions contained in the UAW-Delphi National Agreement. Such matters will immediately move to the top of the arbitration docket.

The parties, by their duly authorized officers and representatives, agree accordingly this 29th day of April 2004.

International Union, UAW

Delphi Corporation

Attachment A

SUPPLEMENTAL AGREEMENT WAGE STRUCTURE

A
Highest Rates

Setup/Operate
Assembly (Integrated Circuits)-
Kokomo
Setup/Technician
Injection Molding (Setup/Operate)
Screw Machine (Setup/Operate)
Punch Press (Setup/Operate)
Die Cast (Setup/Operate)
Transfer Press (Setup/Operate)
Kiln (Sensor Element)(Setup/Operate)
Welding
Grinding
Detail Welding
Machine/Turning (Setup/Operate)
Cut and Size Steel 27 & 32 Size
(Setup/Operate)

B
Medium Rates

Heat Treating
Assembly/Test
Assembly
Assembly of front and rear
brake corners
Inspection
Balancing Fans
Clutch Assembly
Small Stampings
Coil Winding
Bend Tubing
Cold Forming (Steel)
Large Stampings
Anodizing
Steel Tubing Manufacturing
Polishing
Mill Solid Shafts
Machine T. C. Housing
Oiler

C
Minimum Rates

Janitor
Chip Handler
Yard Laborer
Product Handler
Machine Cleaner
Truck Driver
Crib Attendant
Shipping & Receiving
Warehousing

Attachment B
Supplemental Agreement Benefit Plans

The 2003 - 2007 Supplemental Agreements covering the Benefit Plans between the UAW and Delphi are applicable with the following exceptions:

SECTION I: Health Care Program

A.

	In-Network	Out-of-Network
Annual Deductible		
Individual	\$300	\$1,200
Family	\$600	\$2,100
CoPayments		
Plan Pays	90%	65%
Enrollee Pays	10%	35%
Out-of-Pocket Maximum		
Individual	\$1,000	None
Family	\$2,000	None

B. DELPHI FUNDED FLEXIBLE SPENDING ACCOUNT (FSA):

- Company contributes \$600 annually.
- Utilization of the flexible spending account will be consistent with IRS guidelines unless the parties mutually agree how the FSA accounts will be used.
- In the event the IRS guidelines change over the course of the agreement, the parties will resolve any issues by mutual agreement.

C. PRESCRIPTION DRUGS:

- At retail, \$7.50 for generic and \$15.00 for brand name.
- At mail order, \$7.50 for generic and \$15.00 for brand name.

D. HEALTH CARE ELIGIBILITY:

- Sponsored dependents or principally supported children are not eligible to be enrolled in health care coverage.

E. DENTAL PLAN:

- Employees become eligible when attaining 3 years seniority.

F. VISION CARE:

- Eligibility
 - 3 years seniority but less than 5 years seniority – Coverage provided for annual eye exams.
(Frames and lenses may be obtained at discounts through network provider.)
 - 5 or more years seniority, coverage is the same as provided in 2003 - 2007 UAW-Delphi Vision Care Plan.

G. POST-RETIREMENT HEALTH CARE ACCOUNT:

- \$.50 per compensated hour for each employee will be credited annually to individual post retirement accounts that will vest upon retirement.
- Accounts will accrue with interest credited annually no later than May 1 of each year of the agreement, at the 30 year US Treasury Bond rate.
- Retirees will have access to health care at Delphi group rates regardless of pre-existing conditions.

SECTION II: Pensions

A. INDIVIDUAL RETIREMENT PLAN:

- Delphi will provide annual contributions equal to 5.4% of wages to each employee's Individual Retirement Plan account.
- Accounts will accrue with interest credited annually at the 30 year US Treasury Bond rate.
- Plan assets will be retained in a pension trust subject to vesting and portability provisions.
- There will be no provisions for supplements, temporary benefits or 30 and out retirement.
- Annuities with lump sum option(s) will be available.

SECTION III: Personal Savings Plan (PSP)

- Delphi will provide a 30% match on the first 7% of employee contributions.
- Company match begins after 6 months seniority.
- Company match vests at 3 years seniority.

SECTION IV: Group Life And Disability

A. BASIC LIFE INSURANCE:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the UAW-Delphi Life Insurance Plan.

B. WORK RELATED DEATH BENEFIT:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the UAW-Delphi Life Insurance Plan.

C. SICKNESS AND ACCIDENT BENEFITS:

- Eligibility and Duration:
 - 1 year seniority but less than 3 years seniority – 26 weeks.
 - 3 or more years seniority – 52 weeks.

D. EXTENDED DISABILITY BENEFITS:

- Eligibility and Duration:
 - 1 year seniority but less than 3 years seniority – 13 weeks.
 - 3 years seniority but less than 5 years seniority – 26 weeks.
 - 5 or more years seniority – the same duration as provided in the 2003 – 2007 UAW-Delphi Extended Disability Plan.

SECTION V: Supplemental Unemployment Benefits (SUB)

A. ELIGIBILITY AND DURATION:

- 1 year seniority but less than 3 years seniority – 26 weeks.
- 3 or more years seniority – 52 weeks. At the point 52 weeks is exhausted, the company will provide up to an additional 104 weeks.
- Work related expenses are \$15.00.

Exhibit H

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Richard Shoemaker
Vice President & Director
UAW General Motors Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Information Regarding Proposed Modifications to
UAW-Delphi Agreements

Dear Mr. Shoemaker:

As a follow-up to my letter of March 24, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, we are providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 15, 2005, and its financial projections based on the proposal provided last week will be delivered to your office on March 28.
- A copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- Also enclosed is a "bridge" showing the differences between the financial projections provided in January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") and its financial advisors. This includes (1) the financial projections and related documents provided in

Mr. Richard Shoemaker
Page 2

October and December 2005; (2) several formal presentations made to the UAW or its financial advisors; (3) a number of meetings and telephone calls between the UAW's and the Company's financial advisors in which questions were answered and information provided; (4) information provided through the litigation process, including discovery in connection with the KECP motion; and (5) written responses to a large number of information requests from the UAW or its financial advisors.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the UAW and its financial advisors have sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the UAW and/or its financial advisors, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Butler". The signature is fluid and cursive, with a long horizontal stroke at the end.

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Henry Reichard
Chairman
IUE-CWA Automotive Conference Board
2360 Dorothy Lane, Suite 201
Dayton, OH 45439

Re: Information Regarding Proposed Modifications to IUE-
Delphi Agreements

Dear Mr. Reichard:

As a follow-up to my letter of March 24, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, we are providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 15, 2005, and its financial projections based on the proposal provided last week will be delivered to you on March 29.
- A copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- A "bridge" showing the differences between the financial projections provided in January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communications Workers of America ("IUE-CWA") and its financial advisors. This includes (1) the financial projections and related documents provided in October and December 2005; (2) several formal presentations made to the IUE-CWA or its financial advisors; (3) a

Mr. Henry Reichard
Page 2

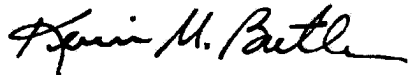
number of meetings and telephone calls between the IUE-CWA's and the Company's financial advisors in which questions were answered and information provided; (4) information provided through the litigation process, including discovery in connection with the KECP motion; and (5) written responses to a large number of information requests from the IUE-CWA or its financial advisors.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the IUE-CWA and its financial advisors have sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the IUE-CWA and/or its financial advisors, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Butler". The signature is fluid and cursive, with a long horizontal stroke at the end.

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Dennis Bingham
President, Local Union 87
United Steel Workers of America
21 Abbey Avenue
Dayton, OH 45417

Re: Information Regarding Proposed Modifications to
USW-Delphi Agreements

Dear Mr. Bingham:

As a follow-up to my letter of March 24, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, we are providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 15, 2005, and its financial projections based on the proposal provided last week will be delivered to you by March 30.
- A copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- A "bridge" showing the differences between the financial projections provided in January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the United Steel Workers of America ("USW") and its financial advisors. This includes (1) the financial projections and related documents provided in October and December 2005; (2) several formal presentations made to the USW; (3) information provided through the litigation process, including discovery in connection with the KECP motion; and (4) written

Mr. Dennis Bingham
Page 2

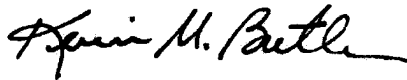
responses to a large number of information requests from the USW or its attorneys.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the USW and its financial advisors have sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the USW and/or its financial advisors, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Butler". The signature is fluid and cursive, with a long horizontal stroke at the end.

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Robert V. Thayer
General Vice President,
International Association of Machinists
and Aerospace Workers
9000 Machinists Place
Upper Marlboro, Maryland 20772-2687

Re: Information Regarding Proposed Modifications to
IAM-Delphi Agreements

Dear Mr. Thayer:

As a follow-up to my letter of March 25, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, I am providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 15, 2005, and its financial projections based on the proposal provided last week is being mailed to you separately.
- Enclosed is a copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- Also enclosed is a "bridge" showing the differences between the financial projections provided in January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the International Association of Machinists and Aerospace Workers ("IAM"). This includes (1) the financial projections and related documents provided in October and December 2005; (2)

Mr. Robert V. Thayer
Page 2


several formal presentations made to the IAM; (3) information provided through the litigation process, including discovery in connection with the KECP motion; and (4) written responses to a large number of information requests from the IAM.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the IAM has sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the IAM, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Butcher". The signature is fluid and cursive, with a long horizontal stroke at the end.

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Edwin Hill
President,
International Brotherhood of Electrical Workers
900 Seventh Street, N.W.
Washington, DC 20001

Re: Information Regarding Proposed Modifications to
IBEW-Delphi Agreements

Dear Mr. Hill:

As a follow-up to my letter of March 24, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, we are providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 15, 2005, and its financial projections based on the proposal provided last week is sent to you separately by mail.
- A copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- A "bridge" showing the differences between the financial projections provided January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the International Brotherhood of Electrical Workers ("IBEW"). This includes (1) the financial projections and related documents provided in October and December 2005; (2) several formal presentations made to the IBEW; (3) information provided through the litigation

Mr. Edwin Hill
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process, including discovery in connection with the KECP motion; and (4) written responses to a number of information requests from the IBEW.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the IBEW has sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the IBEW, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Edwin M. Buttle". The signature is fluid and cursive, with a long horizontal stroke at the end.

DELPHI

Kevin M. Butler
Vice President
Human Resource Management

March 28, 2006

Mr. Vincent J. Giblin
President
International Union of Operating Engineers
1125 17th Street, N.W.
Washington, DC 20036

Re: Information Regarding Proposed Modifications to
IUOE-Delphi Agreements

Dear Mr. Giblin:

As a follow-up to my letter of March 24, 2006, enclosing Delphi's revised proposals pursuant to Sections 1113 and 1114 of the U.S. Bankruptcy Code, we are providing the following information and documents that may be relevant to your analysis of those proposals:

- A CD with an electronic copy in Excel format of the Corporation's most recent financial model underlying its "steady state" financial projections, its financial projections based on the proposal of November 17, 2005, and its financial projections based on the proposal provided last week is being sent to you separately by mail.
- A copy of Delphi's analysis of the potential effect of the recently negotiated Special Attrition Program on Delphi's financial projections. This analysis illustrates a range of potential outcomes depending on the number of employees who are offered and accept retirement under that program.
- A "bridge" showing the differences between the financial projections provided in January 2006, and Delphi's most recent projections.

This information supplements the vast quantity of information that Delphi has already provided or made available to the International Union of Operating Engineers ("IUOE"). This includes (1) the financial projections and related documents provided in October and December 2005; (2) several formal presentations made to the IUOE; (3) information provided through the litigation

Mr. Vincent J. Giblin
Page 2

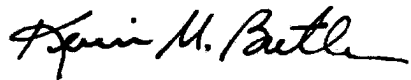
process, including discovery in connection with the KCEP motion; and (4) written responses to a large number of information requests from the IUOE.

At this time, we believe that Delphi has provided, directly or through information provided in the presentations and meetings or in the litigation process, all of the available, relevant information that the IUOE has sought to date regarding the Corporation's proposals, financial condition and restructuring plans. If you believe that there are still outstanding requests, please let us know the specifics of those requests so that we can ensure that you have all of the relevant information need to evaluate our proposals.

In addition to the information provided directly to the IUOE, we have also made available to you on a "virtual data room" responses provided in response to requests from other unions and/or their financial advisors. Over the last five months, Delphi has received and responded to more than 300 individual questions or document requests from its unions, and posted those responses – more than 700 to date – in the virtual data room.

If you have any questions or concerns about the information that Delphi has provided, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Butler". The signature is fluid and cursive, with a long horizontal stroke at the end.